

Exhibit B

Sacripanti Declaration

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

W.R. GRACE & CO., *et al.*,

Debtors.

Case No. 01-01139 (KJC)

Chapter 11

Jointly Administered

**DECLARATION OF PETER JOHN SACRIPANTI IN SUPPORT OF THE MOTION OF
HONEYWELL INTERNATIONAL INC. FOR ACCESS TO RULE 2019 EXHIBITS**

I, Peter John Sacripanti, submit this declaration under penalty of perjury pursuant to 28 U.S.C. § 1746 and declare as follows:

1. I am a partner with the law firm of McDermott Will & Emery LLP, which maintains offices throughout the United States and elsewhere, including an office at 340 Madison Avenue, New York, New York, 10173. I am a member in good standing with the bars of the State of New York, the State of New Jersey, and the District of Columbia.

2. I submit this declaration in support of the *Motion of Honeywell International Inc. for Access to Rule 2019 Exhibits* (the “Motion”)¹ filed concurrently herewith.

3. Honeywell is a diversified technology and manufacturing company. Through its friction materials business unit, Honeywell has historically been a global supplier of automotive brake friction materials and aftermarket brake products. These “Bendix” products, as they are called, are the subject of numerous lawsuits in the tort system commenced by plaintiffs who allege they were exposed to asbestos from Bendix friction products (the “Bendix Litigation”).

¹ Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Motion.

4. In addition to Honeywell's role as a defendant in the asbestos tort system, Honeywell is obligated to fund practically all obligations of the NARCO Trust pursuant to the Trust Agreement.

5. Specifically, subject to certain limitations and exceptions, Honeywell is obligated, *in perpetuity*, to fund (i) all distributions made by the NARCO Trust on account of asbestos injury claims, up to certain capped amounts (in excess of \$100 million) each year, and (ii) all of the NARCO Trust's expenses.

6. I have represented Honeywell as counsel in various capacities for more than ten years, and I oversee and am responsible for both the Bendix Litigation and matters relating to the NARCO Trust.

7. Honeywell has significant and legitimate concerns about fraudulent claims filed against Honeywell in the tort system and against the NARCO Trust.

8. Honeywell intends to review and analyze all aspects of the NARCO Trust's operations, including, without limitation, its claims processing procedures and the claims submitted to the NARCO Trust under the individual review and expedited review processes. The valuable information contained in the 2019 Exhibits will help to ensure that the purpose of the NARCO Trust, which is to promptly pay holders of "valid" claims, is fulfilled, and that Honeywell appropriately compensates asbestos plaintiffs in the tort system, to the extent such plaintiffs have valid claims.

9. In addition, Honeywell intends to produce the 2019 Exhibits to the NARCO Trust to be used in connection with the NARCO Trust's own review of claims that it receives from asbestos claimants. Payment of invalid or fraudulent claims violates the NARCO Trust's mandate and operates to the detriment of not only Honeywell—by forcing Honeywell to

contribute money for invalid claims submitted to the NARCO Trust—but also the holders of valid claims, whose payments will necessarily be delayed (without interest) because of certain distribution caps imposed on the NARCO Trust. Honeywell, therefore, has a very real and timely need to access the 2019 Exhibits and use them in furtherance of its efforts to ferret out invalid or fraudulent asbestos claims.

10. Given the large number of interested parties in these chapter 11 cases, Honeywell retained a third party vendor to prepare notice mailing lists that include all parties entitled to receive notice in these chapter 11 cases, including all law firms that filed 2019 Exhibits.

11. Attached hereto as **Exhibit 1** is the *Amendatory Order Requiring Filing of Statements Pursuant to Fed.R.Bankr.P. 2019* [Docket No. 6275].

12. Attached hereto as **Exhibit 2** is the First Amended North American Refractories Company Asbestos Personal Injury Settlement Trust Agreement.

13. Attached hereto as **Exhibit 3** is the First Amended North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures.

I declare under penalty of perjury under the laws of the United States and the State of New York that the foregoing is true and correct.

Dated: June 30, 2016
New York, New York

/s/ Peter John Sacripanti

Peter John Sacripanti

Exhibit 1

2019 Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT DELAWARE**

In Re	Bankruptcy No.
Owens Corning,	00-3837-JKF
W.R. Grace & Co.	01-1139-JKF
USG Corporation	01-2094-JKF
United States Mineral Products Company	01-2471-JKF
Kaiser Aluminum Corporation	02-10429-JKF
The Flintkote Company	04-11300-JKF
Flintkote Mines Limited	04-12440
Debtor(s)	Chapter 11

**AMENDATORY ORDER REQUIRING FILING OF STATEMENTS
PURSUANT TO FED.R.BANKR.P. 2019**

AND NOW, this 27th day of **August, 2004**, it is **ORDERED** that the Order entered on August 25, 2004, is amended and replaced in full as follows:

On or before **October 25, 2004**, counsel representing more than one creditor or equity security holder shall electronically file and serve the statement required by Fed.R.Bankr.P. 2019 without exhibits. The docket entry of the statement that is filed shall state that Exhibits (as defined below) have not been scanned into the docket but are available from the Clerk through Parcels, Inc., 1-800-343-1742. The docket entry shall be in substantially the following format:

Verified Statement Pursuant to Fed.R.Bankr.P. 2019 filed by
[INSERT FILING PARTY'S NAME]. Exhibits have not been
scanned and are available from the Clerk through Parcels, Inc.,
1-800-343-1742.

It is **FURTHER ORDERED** that exhibits required to be filed and listed below shall **not**

be electronically filed but shall be submitted to the Clerk on compact disk ("CD"). Two sets of CDs shall be submitted and shall be identified on their faces as "Set 1" and "Set 2" and shall note the name, address, and telephone number of the attorney and firm submitting the disks. The CDs shall contain electronic folders, one for each claimant, and claimants shall be listed in alphabetical order. Each folder shall be denominated **Surname_FirstName**. Within the folder the following exhibits shall be included, in the order listed:

- a table of contents listing each claimant by last name then first name and for each claimant Exhibit A and Exhibit B, subparts 1 through 7 as described below; if information required to be submitted as Exhibit A or Exhibit B items 1 through 7 does not exist for a particular claimant, the table of contents shall so state.
- Exhibit A shall consist of copies of any powers of attorney or other agreement or instrument whereby the entity, committee, or indenture trustee is empowered to act on behalf of creditors or equity security holders.
- Exhibit B shall consist of all of the following:
 - (1) the name and address of creditor or equity security holder;
 - (2) the last four digits of the Social Security Number of any such creditor or equity security holder;
 - (3) the nature and amount of the claim or interest and the time of acquisition thereof **or** an allegation that the claim or interest was acquired more than one year prepetition;
 - (4) a recital of the pertinent facts and circumstances in connection with the employment of the entity or indenture trustee and, in the case of a committee, the name or names of the entity or entities at whose instance, directly or indirectly, the employment was arranged or the committee was organized or agreed to act; **and**
 - (5) with reference to the time of the employment of the entity, the organization or formation of the committee, or the appearance in the case of any indenture trustee,
 - the amounts of claims or interests owned by the entity, the committee members or the indenture trustee
 - the times acquired
 - the amounts paid therefor, and
 - any sales or other disposition thereof

(6) a description of how counsel became involved with the claimant.

(7) a copy of the instrument, if any, whereby the entity, committee, or indenture trustee is empowered to act on behalf of creditors or equity security holders.

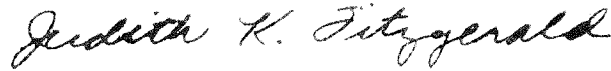
It is **FURTHER ORDERED** that each filing attorney shall submit, in addition to the CD(s) containing claimant folders, a **Master Index**, also in compact disk format, that lists all claimants represented by the filing attorney in alphabetical order. The CD containing the Master Index shall note on its face that it is the "Master Index" and shall list the name, address, and telephone number of the attorney and firm submitting it.

It is **FURTHER ORDERED** that the obligation set forth above is a continuing obligation and, therefore, supplemental statements setting forth any material change in the facts contained in the statement shall be submitted, in CD format, 30 days after the end of each 60 day period. The initial supplemental filing date shall be **February 1, 2005**, covering the period from the date the first 2019 statement is filed through December 31, 2004. Contemporaneous with the submission of any supplemental CD, the filing attorney shall electronically file a Notice of Submission of Supplement to Rule 2019 Statement.

It is **FURTHER ORDERED** that when the case is closed, the Clerk shall archive the CDs with the case file.

It is **FURTHER ORDERED** that counsel for Debtor(s) shall serve a copy of this order on the Service List, on all counsel who have entered, or in the future enter, an appearance or have

requested, or in the future request, notices in the case, and the U.S. Trustee, and on any supplemental service lists used to notify attorneys for claimants with asbestos personal or property damage injuries..



Judith K. Fitzgerald
United States Bankruptcy Judge

Exhibit 2

Trust Agreement

FIRST AMENDED NORTH AMERICAN REFRACTORIES COMPANY
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST AGREEMENT

This First Amended North American Refractories Company Asbestos Personal Injury Settlement Trust Agreement (the “**NARCO Asbestos Trust Agreement**”) is entered into by and among Honeywell International Inc. (“**Honeywell**”), and Ken M. Kawaichi, Richard B. Schiro and Mark M. Gleason (“**Trustees**”), Wilmington Trust, National Association, as Delaware resident trustee (the “**Delaware Trustee**”), the NARCO Trust Advisory Committee (“**NARCO Asbestos TAC**”), and the Bankruptcy Court-appointed NARCO Asbestos Future Claimants Representative (“**NARCO Asbestos Future Claimants Representative**” and collectively with Honeywell, the Trustees, the Delaware Trustee, and the NARCO Asbestos TAC the “**Parties**”), pursuant to the Third Amended Plan of Reorganization of North American Refractories Company, et al., dated December 28, 2005 (the “**Plan**”).

WHEREAS, North American Refractories Company (“**NARCO**”) and its affiliated debtors (collectively, the “**Debtors**”) have reorganized under the provisions of Chapter 11 of the Bankruptcy Code in cases pending in the United States Bankruptcy Court for the Western District of Pennsylvania known as *In re North American Refractories Company, et al.*, Jointly Administered as Case No. 02-20198 (the “**Chapter 11 Cases**”); and

WHEREAS, at the time of the entry of the order for relief in the Chapter 11 Cases, each of NARCO and Honeywell had been named as defendants in personal injury and wrongful death actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos or asbestos-containing NARCO Product Line products; and

WHEREAS, by order entered on November 13, 2007, the Plan, filed by the Debtors, in coordination with Honeywell, the Bankruptcy Court-appointed committee composed of the representatives of the NARCO Asbestos claimants (“**NARCO Asbestos Claimants’ Committee**”) and the NARCO Asbestos Future Claimants Representative, was confirmed by the Bankruptcy Court (“**Confirmation Order**”); and

WHEREAS, on July 25, 2008, the United States District Court for the Western District of Pennsylvania entered an order affirming the Confirmation Order and the NARCO Channeling Injunction; and

WHEREAS, the Plan provides, *inter alia*, for the creation of the North American Refractories Asbestos Personal Injury Settlement Trust (the “**NARCO Asbestos Trust**”); and

WHEREAS, pursuant to the Plan, the NARCO Asbestos Trust is to be funded in part by an initial cash contribution by Honeywell and by the obligation of Honeywell to make future payments; and

WHEREAS, pursuant to the Plan, the NARCO Asbestos Trust is to effectively own all of the equity of Reorganized NARCO, by owning no less than 79% of the equity of Post-Effective ANH Refractories Company (“**ANH**”); and

WHEREAS, pursuant to the Plan, the NARCO Asbestos Trust is to use the NARCO Asbestos Trust Assets and income to pay all valid NARCO Asbestos Trust Claims and NARCO Asbestos Demands (“**NARCO Asbestos Trust Claims**”) pursuant to the NARCO Asbestos TDP; and

WHEREAS, the Plan provides, among other things, for the complete settlement and satisfaction of all liabilities and obligations of the Debtors and Honeywell for all NARCO Asbestos Trust Claims, and

WHEREAS, pursuant to the Plan, the NARCO Asbestos Trust is intended to qualify as a “Qualified Settlement Fund” within the meaning of Section 1.468B-I of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code; and

WHEREAS, the Bankruptcy Court has determined that the NARCO Asbestos Trust and the Plan satisfy all the prerequisites for the issuance of a supplemental injunction pursuant to Section 524(g) of the Bankruptcy Code, which NARCO Channeling Injunction has been issued in connection with the Confirmation Order, which is now a Final Order;

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

All capitalized terms used herein and not otherwise defined in a provision of this NARCO Asbestos Trust Agreement or in the North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures attached to the Plan as Exhibit NARCO B (the “**NARCO Asbestos TDP**”), shall have the meanings assigned to them in the Plan and/or the Bankruptcy Code, which definitions are incorporated herein.

ARTICLE II

AGREEMENT OF TRUST

- 2.1. Creation and Name. Pursuant to the North American Refractories Company Asbestos Personal Injury Settlement Trust Agreement, dated as of April 30, 2013, NARCO, ANH, and Honeywell (collectively, the “**Settlers**”) created the NARCO Asbestos Trust as provided for and referred to in the Plan. The Trustees of the NARCO Asbestos Trust may transact the business and affairs of the NARCO Asbestos Trust in the name, “North American Refractories Company Asbestos Personal Injury Settlement Trust” or “NARCO Asbestos Trust.” It is the intention of the Parties hereto that the trust be a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. §3801 et seq. (the “**Act**”). The Trustees and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto.
- 2.2. Purpose. The purpose of the NARCO Asbestos Trust is to assume, subject to Section 2.3(d) hereof, any and all liabilities of Honeywell, any Honeywell Affiliate, the Debtors,

their successors or predecessors in interest or their affiliates, with respect to any and all NARCO Asbestos Trust Claims, both presently accrued or prospectively accruing; to use the NARCO Asbestos Trust Assets and income to promptly pay holders of valid NARCO Asbestos Trust Claims in such a way that holders of similar NARCO Asbestos Trust Claims are paid in substantially the same manner; and to otherwise comply in all respects with the requirements of a trust set forth in Section 524(g)(2)(B)(i) of the Bankruptcy Code. This purpose shall be fulfilled through the provisions of this NARCO Asbestos Trust Agreement, the Trust Bylaws and in accordance with the NARCO Asbestos TDP.

2.3. Funding of the NARCO Asbestos Trust.

(a) Creation of Trust Expense Fund and Claims Funds. On the Effective Date, the Trustees shall create a Trust Expense Fund and two claims funds, the Annual Contribution Claims Fund described in Section 2.3(c)(i)(A) below and the Pre-Established Claims Fund described in Section 2.3(c)(i)(B) below. The Trust Expense Fund shall be used to pay all Trust Expenses of the NARCO Asbestos Trust in accordance with the terms and conditions of this NARCO Asbestos Trust Agreement. The Annual Contribution Claims Fund shall be used to pay valid NARCO Asbestos Trust Claims (other than Pre-Established Claims) that have been liquidated pursuant to all relevant provisions of the NARCO Asbestos TDP and placed in the NARCO Asbestos Trust's Annual Contribution Claims Fund Payment Queue established by Section 4.1(c) of the NARCO Asbestos TDP. The Pre-Established Claims Fund shall be used to pay, to the extent not previously paid, valid NARCO Asbestos Trust Claims that have been established, liquidated and placed in the NARCO Asbestos Trust's Pre-Established Claims Fund Payment Queue pursuant to Section 4.2(a) of the NARCO Asbestos TDP.

(b) Funding of the Trust Expense Fund. On the Effective Date, Honeywell shall transfer to the NARCO Asbestos Trust the sum of \$6,261,465.00 dollars, which is an amount estimated to be sufficient to pay all Trust Expenses until December 31, 2013. Thereafter, no later than the 15th day of the month preceding each calendar quarter, Honeywell shall deposit into the Trust Expense Fund twenty-five percent (25%) (or such other percentage as Honeywell and the NARCO Asbestos Trust may agree) of the Final Administrative Budget, as defined and determined in accordance with Section 3.4 hereof, for payment of Trust Expenses for the upcoming quarter.

(c) Funding of the Claims Funds.

(i) In General. Subject to other provisions of this Section 2.3(c), as soon as reasonably practicable following the end of each calendar quarter, the NARCO Asbestos Trust shall give Honeywell written notice of the claimants' names, social security numbers and the individual values relating to all NARCO Asbestos Trust Claims, as well as the total number and total value thereof, that were liquidated and entered into the Annual Contribution Claims Fund Payment Queue during the prior quarter for payment from the Annual Contribution Claims Fund. The NARCO Asbestos Trust shall also give Honeywell written notice of the claimants' names, social security numbers, and individual values relating to all Pre-Established Claims that were approved for payment from the Pre-Established

Claims Fund and entered into the Pre-Established Claims Fund Payment Queue during the prior quarter for payment from the Pre-Established Claims Fund. Any disputes between the NARCO Asbestos Trust and Honeywell as to whether a NARCO Asbestos Trust Claim is a Pre-Established Claim and/or over the liquidated amount of a Pre-Established Claim shall be resolved pursuant to the dispute resolution procedures set forth in Section 8.14 below.

The NARCO Asbestos Trust shall also identify any amounts received by the NARCO Asbestos Trust during that quarter from any of its holdings. Honeywell shall, within thirty (30) days of its receipt of the information identified in this and in the preceding paragraph, transfer to each of the two Claims Funds an amount of cash equal to the amount of claims approved for payment from the respective Claims Fund, minus any amounts received by the NARCO Asbestos Trust during that quarter from any of its holdings, subject to the remaining provisions of this Section 2.3(c).

(A) The Annual Contribution Claims Fund .

(I) Caps on Honeywell's Obligation to Contribute to the Fund.

Pursuant to the Plan and this NARCO Asbestos Trust Agreement, Honeywell's obligation to make quarterly contributions to the NARCO Asbestos Trust's Annual Contribution Claims Fund is subject to the annual Caps set forth below ("Caps"). Except as provided in Section 2.3(c)(i)(A)(II) hereof, the amount Honeywell contributes to the Annual Contribution Claims Fund to pay NARCO Asbestos Trust Claims other than Pre-Established Claims shall not exceed such Caps for each year beginning with the year in which the Effective Date occurs:

2006	\$100,000,000
2007	\$125,000,000
2008	\$150,000,000
2009	\$150,000,000
2010	\$150,000,000
2011	\$150,000,000
2012	\$150,000,000
2013	\$150,000,000
2014	\$140,000,000
2015	\$140,000,000
2016	\$140,000,000
2017	\$140,000,000
2018	\$140,000,000
2019	\$145,000,000
2020	\$145,000,000
2021	\$145,000,000

In 2022 and thereafter, Honeywell's contribution during the course of any one year to the Annual Contribution Claims Fund shall not exceed \$145,000,000.

In determining the amount of Honeywell's funding obligation for any single year (up to the annual Cap for that year), the Trustees shall hold any and all income derived from the New Debtor Common Stock, and any proceeds received by the Trustees from the sale of the New Debtor Common Stock, pursuant to Section 2.3(c)(ii)(B) or Section 8.3(b), hereof, for the payment of NARCO Asbestos Trust Claims other than Pre-Established Claims. So long as there are funds available to the NARCO Asbestos Trust in any given quarter from such New Debtor Common Stock income and/or sale proceeds, or from any source other than Honeywell, Honeywell's quarterly funding obligations under this Section 2.3(c)(i) shall be reduced dollar for dollar by the amount of funds from sources other than Honeywell. However, on a calendar year basis, Honeywell shall nevertheless be obligated to fund payment of NARCO Asbestos Trust Claims up to the annual Cap set forth in this Section 2.3(c)(i)(A) to the extent that the total aggregate amount of NARCO Asbestos Trust Claims placed in the Annual Contribution Fund Payment Queue for the calendar year in question exceeds the amount received that year by the NARCO Asbestos Trust from sources other than Honeywell.

(II) Carryover of Honeywell's 2006 Annual Contribution. If the NARCO Asbestos Trust does not liquidate NARCO Asbestos Trust Claims payable from the Annual Contribution Fund in sufficient value in its fiscal year beginning in calendar year 2006 to expend the \$100,000,000 Cap for that year, then the unused balance of that \$100,000,000 shall be available to the Trust's Annual Contribution Claims Fund during the NARCO Asbestos Trust's immediately subsequent fiscal year or years to liquidate claims that are subject to the foregoing Caps.

The NARCO Asbestos Trust shall account for this carryover availability on a first-in/first-out basis and the unused balance of the \$100,000,000 shall be exhausted before funds attributable to any subsequent year's Cap shall become available to the NARCO Asbestos Trust. The \$100,000,000 carryover from 2006 shall be available for carryover to subsequent years even if the Effective Date occurs on or after January 1, 2007; however, this carryover provision applies only to the unused balance of the funding limit provided for the NARCO Asbestos Trust's fiscal year beginning in 2006. The unused balance from any subsequent year after 2006 shall not carryover and shall not be available in any other of the NARCO Asbestos Trust's fiscal years.

(B) The Pre-Established Claims Fund. There shall be no Caps on Honeywell's obligations to contribute to the Pre-Established Claims Fund all such amounts as are necessary to pay all NARCO Asbestos Trust Claims in the Pre-Established Claims Fund Payment Queue as provided in Section 2.3(c)(i) above.

(ii) New Debtor Common Stock.

(A) Contribution of the New Debtor Common Stock. In addition, as part of the Confirmation Order, as of the Effective Date, seventy-nine percent (79%) of the equity of Post-Effective ANH shall be transferred to the NARCO Asbestos Trust, being the New Debtor Common Stock contributed to the NARCO Asbestos Trust, to be held by the Trust to pay NARCO Asbestos Trust Claims liquidated in accordance with the NARCO Asbestos TDP.

(B) Sale of New Debtor Common Stock. Notwithstanding anything to the contrary contained herein, following the occurrence of two (2) consecutive calendar years of a decline in the aggregate value of Annual Contribution Claims filed with the NARCO Asbestos Trust as determined under the NARCO Asbestos TDP by twenty percent (20%) from the prior calendar year, the Trustees shall use their best efforts to cause a sale of the New Debtor Common Stock held by the NARCO Asbestos Trust for the purpose of paying NARCO Asbestos Trust Claims payable from the Annual Contribution Claims Fund. Nothing in this provision shall be interpreted to limit or impair the Trustees' ability or discretion to sell New Debtor Common Stock held by the NARCO Asbestos Trust at any earlier time.

(d) Termination of Honeywell Funding Obligations. In the event that the federal government enacts legislation that would have the effect of requiring or permitting Honeywell to contribute to a governmentally created or authorized fund for the compensation of asbestos personal injury claimants, including some or all of the holders of NARCO Asbestos Trust Claims, then as of the enactment of such legislation, Honeywell shall have the right to terminate its obligations to make any future payments to the Trust, except that Honeywell shall remain obligated to fund:

(i) Any unpaid balance of the Final Administrative Budget for the calendar year within which Honeywell's notice of termination is given;

(ii) Any unavoidable Trust Expense incurred by the NARCO Asbestos Trust during the year following the date on which Honeywell's notice of termination becomes effective, to the extent such Trust Expenses, in the aggregate, exceed the NARCO Asbestos Trust Assets;

(iii) Any as yet unpaid balance for NARCO Asbestos Trust Claims approved and entered into either the Annual Contribution Claims Fund Payment Queue and/or the Pre-Established Claims Fund Payment Queue as of the effective date of Honeywell's notice of termination to the Trustees, subject to the annual Caps set forth herein, to the extent such Caps may be otherwise applicable; and

(iv) Any Pre-Established Claims that are the subject of a settlement agreement between a claimant and Honeywell entered into after the Petition Date but before the Effective Date that fixes the amount the NARCO Asbestos Trust is obligated to pay the claimant, provided that the claimant has submitted to the NARCO

Asbestos Trust prior to the effective date of Honeywell's termination notice all documentation required to qualify the claim to be placed in the Pre-Established Claims Fund Payment Queue, regardless of whether Honeywell has finally approved the claim for payment by the effective date of the termination notice. For purposes of clarification, if the documentation submitted by the effective date of Honeywell's termination notice is sufficient to qualify the claim for payment of the amount fixed in the settlement agreement between the claimant and Honeywell, the claim will be treated as having been placed in the Pre-Established Claims Fund Payment Queue before that effective date even though Honeywell actually approves the payment after the effective date of the notice.

Accordingly, any Pre-Established Claims that are the subject of a settlement agreement between a claimant and Honeywell entered into after the Petition Date but before the Effective Date that does not fix the amount the NARCO Asbestos Trust is obligated to pay the claimant but rather requires the claim to be liquidated by the NARCO Asbestos Trust pursuant to all relevant provisions of the NARCO Asbestos TDP, and that have not been liquidated by the NARCO Asbestos Trust as of the effective date of Honeywell's termination notice, shall not be placed in the Pre-Established Claims Fund Payment Queue even if the claimant has already submitted all the documentation required to liquidate the claim as of the effective date of the notice.

To the extent that Honeywell exercises its right to terminate, in their entirety, its obligations to make future payments to the NARCO Asbestos Trust, as set forth above, Honeywell shall provide written notice to the Trustees of its intent to exercise such right, which shall state that date, occurring after the date the notice is provided, upon which Honeywell's exercise shall be effective. Immediately upon the effective date of Honeywell's notice of termination, the Trust's assumption of liabilities of Honeywell, any Honeywell Affiliate, their predecessors in interest or their affiliates with respect to NARCO Asbestos Trust Claims shall cease and the NARCO Channeling Injunction in favor of Honeywell shall be vacated and shall be of no further force or effect with respect to any claims other than NARCO Asbestos Trust Claims that have already been paid by the NARCO Asbestos Trust, or that have already been approved for payment and placed into either the Annual Contribution Claims Fund Payment Queue or the Pre-Established Claims Fund Payment Queue, or that are eligible to be treated as though they had been placed into the Pre-Established Claims Fund Payment Queue pursuant to the provisions of the above paragraph.

2.4. Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the NARCO Asbestos Trust, the Trustees, on behalf of the NARCO Asbestos Trust, hereby expressly accept the transfer and assignment to the NARCO Asbestos Trust of the NARCO Asbestos Trust Assets.

(b) In furtherance of the purposes of the NARCO Asbestos Trust, and subject to Sections 2.3(d) and 5.4 hereof, the NARCO Asbestos Trust expressly assumes all liability for all NARCO Asbestos Trust Claims, now accrued or as prospectively accruing, as provided for in Section 4.1 of the Plan. The NARCO Asbestos Trust shall have all

defenses, cross-claims, offsets, and recoupments regarding NARCO Asbestos Trust Claims that the Debtors, Honeywell or any Honeywell Affiliate has or would have had under applicable law, and as consistent with the NARCO Asbestos TDP.

(c) No provision herein or in the NARCO Asbestos TDP shall be construed to mandate distributions on any claims or other actions that would contravene the NARCO Asbestos Trust's compliance with the requirements of a qualified settlement fund within the meaning of Section 1.468B, *et seq.*, of the Internal Revenue Code.

(d) Nothing in this section or any other section of this NARCO Asbestos Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the NARCO Channeling Injunction issued in connection with the Plan or the NARCO Asbestos Trust's assumption of all liability with respect to NARCO Asbestos Trust Claims.

ARTICLE III

POWERS AND TRUST ADMINISTRATION

3.1. Powers.

(a) The Trustees are and shall act as fiduciaries to the NARCO Asbestos Trust in accordance with the provisions of this NARCO Asbestos Trust Agreement and the Plan. The Trustees shall, at all times, administer the NARCO Asbestos Trust Assets in accordance with the purposes set forth in Section 2.2 above. Subject to the limitations set forth in this NARCO Asbestos Trust Agreement, the Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the NARCO Asbestos Trust, including, without limitation, each power expressly granted in this Section 3.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware or such other state as may be the Trust's state of domicile.

(b) Except as otherwise specified herein, the Trustees need not obtain the order or approval of any court in the exercise of any power or discretion conferred herein.

(c) Without limiting the generality of Section 3.1 (a) above, the Trustees shall have the power to:

(i) receive and hold the NARCO Asbestos Trust Assets, vote the New Debtor Common Stock, and exercise all rights with respect to, and sell any securities issued by any Reorganized Debtor that are included in the NARCO Asbestos Trust Assets, subject to the provisions of the ANH Refractories Company Shareholder Agreement;

(ii) invest the monies held from time to time by the NARCO Asbestos Trust;

- (iii) sell, transfer or exchange any or all of the NARCO Asbestos Trust Assets at such prices and upon such terms as they may consider proper, consistent with the other terms of this NARCO Asbestos Trust Agreement;
- (iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the NARCO Asbestos Trust to operate;
- (v) pay liabilities and expenses of the NARCO Asbestos Trust;
- (vi) change the state of domicile of the NARCO Asbestos Trust;
- (vii) establish such funds, reserves and accounts within the NARCO Asbestos Trust estate, as deemed by the Trustees to be useful in carrying out the purposes of the NARCO Asbestos Trust;
- (viii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding;
- (ix) adopt and subsequently amend the "Trust Bylaws";
- (x) appoint such officers and hire such employees and engage such legal, financial, accounting, investment, audit, forecasting and other consultants, advisors, alternative dispute resolution panelists, and agents as the business of the NARCO Asbestos Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustees permit and as the Trustees, in their discretion, deem advisable or necessary in order to carry out the terms of this NARCO Asbestos Trust;
- (xi) pay employees, legal, financial, accounting, investment, audit, forecasting and other consultants, advisors and agents reasonable compensation, including without limitation, compensation at rates approved by the Trustees for services rendered prior to the execution hereof;
- (xii) compensate the Trustees, the Delaware Trustee, the NARCO Asbestos TAC members, and the NARCO Asbestos Future Claimants Representative as provided below and their employees, legal, financial, accounting, investment audit, forecasting and other advisors, consultants, and agents, and reimburse such persons all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, including without limitation, costs and expenses incurred prior to the execution hereof;
- (xiii) execute and deliver such deeds, leases and other instruments as the Trustees consider proper in administering the NARCO Asbestos Trust;
- (xiv) enter into such other arrangements with third parties as are deemed by the Trustees to be useful in carrying out the purposes of the NARCO Asbestos Trust,

provided such arrangements do not conflict with any other provision of this NARCO Asbestos Trust Agreement;

(xv) in accordance with Section 5.6, indemnify and hold harmless (and purchase insurance indemnifying) (A) the Trustees, (B) the NARCO Asbestos TAC members, (C) the NARCO Asbestos Future Claimants Representative, and (D) each of their officers, employees, agents, advisors and representatives of the NARCO Asbestos Trust to the fullest extent that a corporation or trust organized under the law of the NARCO Asbestos Trust's domicile is from time to time entitled to indemnify and/or insure its directors, trustees, officers, employees, agents, advisors and representatives;

(xvi) indemnify (and purchase insurance indemnifying) the Additional Indemnitees as defined in Section 5.6 hereof;

(xvii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the NARCO Asbestos Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 5.4;

(xviii) consult with Reorganized NARCO or Post-Effective ANH at such times and with respect to such issues relating to the purpose, conduct, and affairs of the NARCO Asbestos Trust as the Trustees consider desirable;

(xix) consult with Honeywell, the NARCO Asbestos TAC, and/or the NARCO Asbestos Future Claimants Representative at such times and with respect to such issues relating to the purpose, conduct, and affairs of the NARCO Asbestos Trust as required by this NARCO Asbestos Trust Agreement or the NARCO Asbestos TDP, or as the Trustees consider desirable;

(xx) make, pursue (by litigation or otherwise), collect, compromise or settle any claim, right, action or cause of action included in the NARCO Asbestos Trust Assets or which may otherwise hereafter accrue in favor of the NARCO Asbestos Trust; and

(xxi) indemnify Reorganized NARCO or any purchaser of Reorganized NARCO for liability finally imposed on either arising from NARCO Asbestos Trust Claims.

(xxii) take the action provided for in Section 5.12 hereof, including the indemnification provided for therein.

3.2. General Administration.

(a) The Trustees shall act in accordance with this NARCO Asbestos Trust Agreement, the Trust Bylaws and the NARCO Asbestos Trust TDP. To the extent not

inconsistent with the terms of this NARCO Asbestos Trust Agreement, the Trust Bylaws and the NARCO Asbestos TDP govern the affairs of the NARCO Asbestos Trust.

(b) The Trustees shall timely file such income tax and other returns and statements and comply with all withholding obligations, as required under the applicable provisions of the Internal Revenue Code and of any applicable state law and the regulations promulgated thereunder.

(c) The Trustees shall cause to be prepared as soon as practicable prior to the commencement of each calendar year a cash flow projection covering such calendar year and the next two succeeding calendar years. The cash flow projection shall include a determination of the Maximum Annual Payment pursuant to Section 2.4 of the NARCO Asbestos TDP, and the amounts payable to Category A and Category B Claims pursuant to the Claims Payment Ratio provisions of Section 2.5 of the NARCO Asbestos TDP. The Trustees shall provide a copy of the cash flow projection to the NARCO Asbestos TAC, Honeywell, and the NARCO Asbestos Future Claimants Representative.

(d) The Trustees shall consult with Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative on (i) the general administration of the NARCO Asbestos Trust, (ii) the general implementation and administration of the NARCO Asbestos TDP and (iii) on such other matters as may be required under this NARCO Asbestos Trust Agreement and the NARCO Asbestos TDP. The Trustees shall be required to obtain the consent of Honeywell, a majority of the members of the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative in order:

- (i) to amend the NARCO Asbestos TDP in any respect; or
- (ii) to acquire an interest in, merge with, contract with or participate in any claims resolution facility that was not specifically created under this NARCO Asbestos Trust Agreement or the NARCO Asbestos TDP; or
- (iii) to amend any provision of Article 6 herein; or
- (iv) to terminate the NARCO Asbestos Trust pursuant to Section 8.3(a)(iii) herein; or
- (v) to obligate the NARCO Asbestos Trust to indemnify Reorganized NARCO or any purchaser of NARCO for liability arising from NARCO Asbestos Trust Claims; or
- (vi) to approve the appointment of any successor Trustee under Section 5.3 hereof.

Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative shall not unreasonably withhold any consent required hereunder, and if Honeywell, the NARCO Asbestos TAC or the NARCO Asbestos Future Claimants Representative shall withhold any consent required hereunder, at the

election of any of them or the Trustees, the dispute shall be resolved in and by the Bankruptcy Court, except that no such action which would increase the amount of funding required from Honeywell under Section 2.3 above may be taken without Honeywell's consent, which it may withhold in its sole and absolute discretion.

(e) The Trustees shall be required to obtain the consent of the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative in order to implement or reconsider the Payment Percentage provided for in Section 2.5 of the NARCO Asbestos TDP.

(f) Honeywell shall have the right, at its discretion, to assume, control, defend, and settle any and all litigation to which the NARCO Asbestos Trust is a party, except where the NARCO Asbestos Trust and Honeywell are adverse parties in such action.

(g) The Trustees shall meet with the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative and/or Honeywell as necessary to carry out the purposes of the Trust, such meetings to be held no less frequently than quarterly at the discretion of the Trustees or as requested by any of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative or Honeywell.

(h) Periodically, but not less often than once a year, the Trustees shall make available to NARCO Asbestos Trust Claimants and other interested parties a data summary setting forth the number of claims by disease levels that have been resolved by Expedited Review, by Individual Review, by arbitration, and through litigation, indicating the average liquidated amounts at which such claims were resolved.

3.3. Annual Report.

(a) The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing financial statements of the NARCO Asbestos Trust (including, without limitation, a balance sheet of the NARCO Asbestos Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustees and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims and as to the conformity of the financial statements with generally accepted accounting principles or, at the option of the Trustees on advice of the independent certified public accountants, special-purpose basis of accounting. The special-purpose basis of accounting is used in order to communicate the amount of equity available to fund current and future claimants, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America. The Trustees shall provide a copy of the Annual Report to Honeywell, the NARCO Asbestos Future Claimants Representative, the NARCO Asbestos TAC and Post-Effective ANH when such reports are filed with the Bankruptcy Court.

(b) Simultaneously with the filing of the Annual Report, the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustees shall provide a copy of such report to Honeywell, the NARCO Asbestos Future Claimants Representative, the NARCO Asbestos TAC and Post-Effective ANH when such report is filed.

(c) All materials required to be filed with the Bankruptcy Court by this Section 3.3 shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court.

3.4. Trust Expense Fund Budget. By October 1 of each calendar year, the Trustees shall submit to Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative a proposed budget (the “**Proposed Budget**”) for the succeeding calendar year. Such Proposed Budget shall set forth in reasonable detail the proposed Trust Expenses for the NARCO Asbestos Trust for the succeeding calendar year. Each of Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative shall have thirty (30) days within which to provide the Trustees with any responses (the “**Responses**”) to the Proposed Budget, such Responses to be in writing and to be given in accordance with the notice provisions of this NARCO Asbestos Trust Agreement. If the Trustees receive Responses to the Proposed Budget, such Responses shall be circulated to all Parties (the term Parties for the purposes of this Section 3.4 excludes the Delaware Trustee), and all Parties shall endeavor in good faith to resolve any concerns or differences on or before November 15. If the Parties are unable to resolve such differences by November 15, the matter shall be submitted to the Bankruptcy Court for determination. The Final Administrative Budget, as determined by agreement or by order of the Bankruptcy Court, shall be the amount funded by Honeywell pursuant to Section 2.3(b) hereof. Periodically during the calendar year, but not less than every six (6) months, the Trustees shall report to Honeywell any variances of actual Trust Expenses from the Final Administrative Budget for that calendar year and may request an adjustment to the Final Administrative Budget. Honeywell shall respond to any request for an adjustment to the Final Administrative Budget within thirty (30) days. In the event the adjustment results in an increase to the budget, Honeywell shall, absent objection, fund the adjustment as mutually agreed. Should Honeywell not consent to the request, the dispute shall be resolved pursuant to Section 8.14 hereof. The Trustees and Honeywell shall adopt joint operating procedures to implement the budget and Trust Expense funding process provided in this NARCO Asbestos Trust Agreement.

3.5. Claims Administration.

(a) General Principles. The Trustees shall implement the NARCO Asbestos TDP. The NARCO Asbestos Trust shall pay holders of valid NARCO Asbestos Trust Claims in accordance with the provisions of the NARCO Asbestos TDP as promptly as funds become available. In their administration of the NARCO Asbestos TDP, the Trustees shall favor settlement over arbitration, arbitration over resort to the tort system, and fair resolution and compensation of claims in all cases, in a manner as inexpensive and efficient as reasonably possible, in accordance with the NARCO Asbestos TDP.

(b) NARCO Asbestos Trust Claims. The Trustees shall administer the processing and payment of NARCO Asbestos Trust Claims in accordance with the NARCO Asbestos TDP, a copy of which is attached to the Plan as Exhibit NARCO B, as the same may be amended from time to time, in accordance with the provisions hereof and thereof.

- 3.6. Medicare Reporting. The Trustees shall operate the Trust in a manner that complies with applicable federal and state law, including but not limited to the applicable requirements of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"). The Trustees shall take all reasonable steps to cooperate with any other Party to the extent necessary for said Party to fulfill its legal obligations under MMSEA arising out of the operations of the Trust.

ARTICLE IV

ACCOUNTS, INVESTMENTS, AND PAYMENTS

- 4.1. Accounts. The Trustees may, from time to time, create such accounts and reserves within the NARCO Asbestos Trust estate as they may deem necessary, prudent or useful in order to provide for the payment of expenses and valid NARCO Asbestos Trust Claims. Further, with respect to any such account or reserve, the Trustees may restrict the use of monies therein.
- 4.2. Investments. Investment of monies held in the NARCO Asbestos Trust shall be administered in the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs, subject to the following limitations and provisions:
- (a) The NARCO Asbestos Trust may acquire and hold any stock or securities issued by Reorganized NARCO and/or Post-Effective ANH and included in the NARCO Asbestos Trust Assets, without regard to any of the limitations set forth in the other parts of this Article 4. However, the NARCO Asbestos Trust shall not acquire any stock or securities issued by Reorganized NARCO and/or Post-Effective ANH if such acquisition would result in the NARCO Asbestos Trust becoming potentially liable for any non-asbestos-related debts or other claims against Reorganized NARCO and/or Post-Effective ANH, including any pension liabilities of either entity. All dividends and income realized by the NARCO Asbestos Trust from the acquisition or holding of stock or securities issued by Reorganized NARCO or Post-Effective ANH, including the proceeds of any sale of such stock or securities, shall be utilized and applied by the NARCO Asbestos Trust to the payment of NARCO Asbestos Trust Claims approved in accordance with the NARCO Asbestos TDP.
- (b) Except with respect to entities owned and controlled by the NARCO Asbestos Trust for purposes of carrying out provisions of this NARCO Asbestos Trust Agreement, the NARCO Asbestos Trust shall not acquire or hold any equity securities issued by any entity or business enterprise unless such equity is in the form of securities that are traded on a national securities exchange or major international securities exchange or over the National Association of Securities Dealers Automated Quotation System.

(c) The NARCO Asbestos Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustees, they are adequately collateralized.

- 4.3. Source of Payments. All NARCO Asbestos Trust expenses, payments and all liabilities with respect to NARCO Asbestos Trust Claims shall be payable solely out of the NARCO Asbestos Trust estate, which shall be funded solely in accordance with Section 2.3 of this NARCO Asbestos Trust Agreement. The Reorganized Debtors, Honeywell, any of their respective subsidiaries, any successor in interest, any of the present or former directors, officers, employees or agents of the Reorganized Debtors, the Debtors, Honeywell, or any of their respective subsidiaries, the Trustees, the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and any of their officers, agents, advisors or employees shall not be liable for the payment of any NARCO Asbestos Trust expense or NARCO Asbestos Trust Claim or any other liability of the NARCO Asbestos Trust, except as provided in this NARCO Asbestos Trust Agreement.

ARTICLE V

TRUSTEES

- 5.1. Number. In addition to the Delaware Trustee appointed pursuant to Section 5.12 hereof, there shall be three (3) initial Trustees. The initial Trustees shall be those persons named on the signature page hereof.

- 5.2. Term of Service.

(a) Each initial Trustee shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b), (iii) his or her removal pursuant to Section 5.2(c), or (iv) the termination of the NARCO Asbestos Trust pursuant to Section 8.3, at which time the term shall terminate automatically.

(b) Any Trustee may resign at any time by written notice to each of the remaining Trustees, Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative. Such notice shall specify a date when such resignation shall take effect, which shall not be less than 90 days after the date such notice is given, where practicable.

(c) Any Trustee may be removed in the event that such Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, a breach of such Trustee's duties hereunder, any failure to comply with Section 5.9, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustees hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require either (i) the unanimous decision of the other Trustees or (ii) an order from the Bankruptcy Court upon the petition for removal for good cause by a Trustee, Honeywell, the NARCO Asbestos TAC or the NARCO Asbestos Future Claimants Representative. Such removal shall take effect at such time as the other Trustees shall determine or as ordered by the Bankruptcy Court.

5.3. Appointment of Successor Trustee.

(a) In the event of a vacancy in the position of a Trustee, whether by death, resignation or removal, the remaining Trustees shall consult with the NARCO Asbestos TAC, Honeywell, and the NARCO Asbestos Future Claimants Representative concerning the appointment of a successor Trustee. The vacancy shall be filled by the unanimous vote of the remaining Trustees, with the consent of Honeywell, the NARCO Asbestos Future Claimants Representative, and a majority of the NARCO Asbestos TAC. In the event that the remaining Trustees cannot agree on a successor Trustee, or Honeywell, the NARCO Asbestos Future Claimants Representative or a majority of the NARCO Asbestos TAC do not consent to the appointment, the Bankruptcy Court shall select the successor Trustee.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

5.4. Liability of Trustees, Officers and Employees. No Trustee, officer, or employee of the NARCO Asbestos Trust, nor any individual identified as an Additional Indemnatee in Section 5.6(a) below, shall be liable to the NARCO Asbestos Trust, to any person holding a NARCO Asbestos Trust Claim, or to any other Person except for such Trustee's, officer's or employee's own breach of trust committed in bad faith or for willful misappropriation. No Trustee, officer, or employee of the NARCO Asbestos Trust shall be liable for any act or omission of any other officer, agent, or employee of the NARCO Asbestos Trust, unless the Trustee, officer, or employee acted with bad faith or willful misconduct in the selection or retention of such officer, agent, or employee.

5.5. Compensation and Expenses of Trustees.

(a) Each of the Trustees shall receive compensation from the NARCO Asbestos Trust for his or her services as Trustee in the amount of \$65,000 per annum, plus \$550 per hour spent in the performance of the Trustees' duties under this NARCO Asbestos Trust Agreement. The per annum compensation and the hourly compensation payable to the Trustees hereunder shall be increased annually by the Trustees proportionately with any increase in the All Items Consumer Price Index for all-Urban Consumers (CPI-U) for the corresponding annual period. Any increase in excess of that amount may be made with the consent of Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Claimants Representative or with the approval of the Bankruptcy Court. The per annum compensation shall be paid on the Effective Date and annually thereafter. The Delaware Trustee shall be paid compensation pursuant to a separate fee agreement.

(b) The NARCO Asbestos Trust will promptly reimburse the Trustees for all reasonable out-of-pocket costs and expenses incurred by the Trustees or the Delaware Trustee in connection with the performance of their duties hereunder.

(c) The NARCO Asbestos Trust shall include a description of the amounts paid under this Article 5 in the accounts to be filed with the Bankruptcy Court and provided to the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell pursuant to Section 3.3.

5.6. Indemnification of Trustees and Others.

(a) The NARCO Asbestos Trust shall indemnify and defend the Trustees, the NARCO Asbestos Trust's officers, agents, advisors or employees, to the fullest extent that a corporation or trust organized under the laws of the State of Delaware is from time to time entitled to indemnify and defend its directors, trustees, officers, employees, agents or advisors against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder. Notwithstanding the foregoing, the Trustees shall not be indemnified or defended in any way for any liability, expense, claim, damage or loss for which they are liable under Section 5.4. Additionally, each member of the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative (collectively, "**Additional Indemnitees**") who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, by reason of any act or omission of such Additional Indemnitees with respect to (i) the liquidation of any NARCO Asbestos Trust Claims, (ii) the administration of the NARCO Asbestos Trust, or (iii) the implementation of the NARCO Asbestos TDP, shall be indemnified and defended by the NARCO Asbestos Trust against expenses, costs and fees (including attorneys' fees), judgments, awards, costs, amounts paid in settlement, and liabilities of all kinds incurred by each Additional Indemnitee in connection with or resulting from such action, suit, or proceeding, if he or she acted in good faith and in a manner such Additional Indemnitee reasonably believed to be in, or not opposed to, the best interests of the holders of NARCO Asbestos Trust Claims.

(b) Reasonable expenses, costs and fees (including attorneys' fees) incurred by or on behalf of a Trustee or Additional Indemnitee in connection with any action, suit, or proceeding, from which they are indemnified by the NARCO Asbestos Trust pursuant to this Section 5.6, may be paid by the NARCO Asbestos Trust in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Trustee or Additional Indemnitee to repay such amount if it shall be determined ultimately that such Trustee or Additional Indemnitee is not entitled to be indemnified by the NARCO Asbestos Trust.

(c) Any indemnification under Section 5.6(a) of this NARCO Asbestos Trust Agreement shall be made by the NARCO Asbestos Trust upon a determination that indemnification of such person is proper in the circumstances. Such determination shall be made by a majority vote of the Trustees who were not parties to such action, suit, or proceeding, if two such Trustees were not parties; otherwise the determination will be made by legal counsel to the NARCO Asbestos Trust.

(d) The Trustees may purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee, officer, employee, agent or representative of the NARCO Asbestos Trust or an Additional Indemnitee against

liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, officer, employee, agent, representative, or Additional Indemnatee, subject to and in accordance with the budget requirements of Section 3.3. Honeywell agrees that any deductible or retention under an insurance policy purchased hereunder is a Trust Expense of the NARCO Asbestos Trust under Section 3.4.

- 5.7. Trustees' Lien. The Trustees shall have a prior lien upon the NARCO Asbestos Trust corpus to secure the payment of any amounts payable to them pursuant to Sections 5.5 and 5.6. In lieu of a Trustees' lien, Honeywell agrees that any amounts payable to the Trustees pursuant to Sections 5.5 and 5.6 shall be a Trust Expense of the NARCO Asbestos Trust.
- 5.8. Trustees' Employment of Experts. The Trustees may, but shall not be required to, consult with counsel, accountants, appraisers and other parties deemed by the Trustees to be qualified as experts on the matters submitted to them (regardless of whether any such party is affiliated with any of the Trustees in any manner, except as otherwise expressly provided in this NARCO Asbestos Trust Agreement), and the written opinion of any such parties on any matters submitted to them by the Trustees shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of any such party.
- 5.9. Trustees' Independence. No Trustee shall, during the term of his or her service, hold a financial interest in Honeywell, Reorganized NARCO, or Post-Effective ANH, or act as an officer or director of, or attorney for, Honeywell, Reorganized NARCO, or Post-Effective ANH, or as an attorney or advisor for any person who holds a NARCO Asbestos Trust Claim. For avoidance of doubt, this Section 5.9 shall not be applicable to the Delaware Trustee.
- 5.10. Trustees' Service as Officers or Consultants to the Trust. The Trustees may, but are not required to, select any Trustee to serve as an officer or manager of the Trust or as a consultant to the Trust. In the event any Trustee serves the Trust in such a capacity, the Trust shall compensate the Trustee in an amount determined by the Trustees. Compensation for a Trustee's service as an officer or manager of the Trust or as a consultant to the Trust shall be in addition to compensation paid pursuant to Section 5.5.
- 5.11. Bond. The Trustees shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.
- 5.12. Delaware Trustee.
 - (a) To the extent Delaware law requires Delaware statutory trusts to have at least one resident trustee who is a Delaware resident, if an individual, or has its principal place of business in Delaware, there shall at all times be a Delaware Trustee. The Delaware Trustee shall be a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind the entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 5.12, it

shall resign immediately in the manner and with the effect hereinafter specified in Section 5.12(f) below. For the avoidance of doubt, the Delaware Trustee shall only have the rights and obligations expressly provided by reference to the Delaware Trustee hereunder. In accepting and performing hereunder, the Delaware Trustee acts not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this NARCO Asbestos Trust Agreement or any other NARCO Asbestos Trust related document or agreement shall look only to the NARCO Asbestos Trust's property for payment or satisfaction thereof.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustees set forth herein. The Delaware Trustee shall be one of the trustees of the NARCO Asbestos Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Act and for taking actions required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the NARCO Asbestos Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. The Delaware Trustee shall have no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity.

(c) The Delaware Trustee shall not be personally liable under any circumstances, except for its own bad faith or willful misconduct. As to any fact or matter, the Delaware Trustee may for all purposes hereof rely on a certificate or instruction, signed by one of the Trustees, as to such fact or matter, and the Delaware Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in reliance thereon. The Delaware Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, request, consent, order or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. In the event that the Delaware Trustee is unsure of the course of action to be taken by it hereunder, the Delaware Trustee may request instructions from the Trustees and to the extent the Delaware Trustee follows such instructions in good faith it shall not be liable to any person. In the event that no instructions are provided within the time requested by the Delaware Trustee, it shall have no duty or liability for its failure to take any action or for any action it takes in good faith.

(d) The Trustees, on behalf of the Trust, shall at all times maintain trustee insurance, errors and omissions insurance, or similar insurance coverage naming the Delaware Trustees as a named insured, with aggregate coverage limitations of no less than \$25,000,000.

(e) Any amounts owing to the Delaware Trustee hereunder shall be a Trust Expense.

(f) The Delaware Trustee shall serve until removed by the Trustees or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustees in accordance with the terms of Section 5.12(g) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice (or in the

circumstances of 5.12(a) above upon immediate notice) to the Trustees; provided that, any resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustees in accordance with Section 5.12(g) below. If the Trustees do not act within the 60-day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(g) Upon the resignation or removal of the Delaware Trustee, the Trustees shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustees, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this NARCO Asbestos Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this NARCO Asbestos Trust Agreement.

(h) Any person into which the Delaware Trustee may be merged or with which it may be consolidated, or any person resulting from any merger or consolidation to which the Delaware Trustee shall be a party, or any person which succeeds to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor Delaware Trustee under this NARCO Asbestos Trust Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto, except as may be required by the Act.

ARTICLE VI

TRUSTEES' ADVISORY COMMITTEE

- 6.1. Formation; Duties. A Trustees' Advisory Committee (the "NARCO Asbestos TAC") shall be formed. As provided herein, the Trustees shall consult with the NARCO Asbestos TAC, Honeywell, and the NARCO Asbestos Future Claimants Representative regarding the implementation and administration of the NARCO Asbestos TDP. The members of the NARCO Asbestos TAC shall serve in a fiduciary capacity representing all holders of present NARCO Asbestos Trust Claims. The Trustees may consult with the NARCO Asbestos TAC on any matter affecting the NARCO Asbestos Trust, and certain actions by the Trustees are subject to the prior consent of the NARCO Asbestos TAC as provided in Section 8.1(b) hereof and in the NARCO Asbestos TDP. The NARCO Asbestos TAC shall endeavor to act in the best interests of the holders of all NARCO Asbestos Trust Claims.

6.2. Number: Chairperson.

(a) There shall be five members of the NARCO Asbestos TAC. The initial members of the NARCO Asbestos TAC shall be the individuals identified as such on the signature page of this Trust Agreement. The NARCO Asbestos TAC shall act in all cases by majority vote.

(b) There shall be a Chairperson of the NARCO Asbestos TAC. The Chairperson shall act as the NARCO Asbestos TAC's liaison, he or she shall coordinate and schedule meetings of the NARCO Asbestos TAC, and he or she shall handle all administrative matters that come before the NARCO Asbestos TAC. The Chairperson shall be selected by a majority vote of the NARCO Asbestos TAC.

6.3. Term of Office.

(a) The five initial members of the NARCO Asbestos TAC shall serve the staggered three-, four-, or five-year terms shown on the signatures pages hereof. Thereafter, each term of service shall be five years. A member of the NARCO Asbestos TAC shall serve until the earlier of (i) the end of his or her term; (ii) his or her death; (iii) his or her resignation pursuant to Section 6.3(b) below; (iv) his or her removal pursuant to Section 6.3(c) below; or (v) the termination of the NARCO Asbestos Trust pursuant to Section 8.3 below.

(b) Any member of the NARCO Asbestos TAC may resign at any time by written notice to each of the remaining members specifying the date when such resignation shall take place. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) Any member of the NARCO Asbestos TAC may be removed in the event such member becomes unable to discharge his or her duties hereunder due to accident, or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, a breach of the member's duties hereunder, a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require an order from the Bankruptcy Court upon petition for removal by the remaining members of the NARCO Asbestos TAC or by the NARCO Asbestos Trustees.

6.4. Appointment of Successor.

(a) In the event of a vacancy caused by the resignation or death of a NARCO Asbestos TAC member, his or her successor shall be pre-selected by the resigning or deceased NARCO Asbestos TAC member, or by his or her law firm in the event that such member has not pre-selected a successor. If neither the member nor the law firm exercised the right to make such a selection, the successor shall be chosen by a majority vote of the remaining NARCO Asbestos TAC members. If a majority of the remaining members cannot agree, the Bankruptcy Court shall appoint the successor. In the event of a vacancy caused by the removal of a NARCO Asbestos TAC member, the remaining

members of the NARCO Asbestos TAC, by majority vote, shall name the successor. If the majority of the remaining members of the NARCO Asbestos TAC cannot reach agreement, the Bankruptcy Court shall appoint the successor.

(b) Each successor NARCO Asbestos TAC member shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 6.3(b), (iii) his or her removal pursuant to Section 6.3(c), (iv) termination of the NARCO Asbestos Trust, (v) the end of a full term of five (5) years if his or her predecessor member completed his or her term; or (vi) the end of the remainder of the term of the member whom he or she replaced if said predecessor member did not complete said term. Members of the NARCO Asbestos TAC shall be eligible to serve successive terms.

6.5 NARCO Asbestos TAC's Employment of Professionals.

(a) The NARCO Asbestos TAC may but is not required to retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties it deems to be qualified as experts on matters submitted to the NARCO Asbestos TAC (the "**NARCO Asbestos TAC Professionals**"). The NARCO Asbestos TAC and the NARCO Asbestos TAC Professionals shall at all times have complete access to the NARCO Asbestos Trust's officers, employees and agents, as well as to the experts retained by the NARCO Asbestos Trust, and to all information generated by them or otherwise available to the Trustees. In the absence of gross negligence, the written opinion of or information provided by any NARCO Asbestos TAC Professional retained by the NARCO Asbestos TAC shall be full and complete authorization and protection in support of any action taken or not taken by the NARCO Asbestos TAC in good faith and in accordance with the written opinion of or information provided by the NARCO Asbestos TAC Professional. Compensation and reimbursement to the NARCO Asbestos TAC Professional employed by the NARCO Asbestos TAC pursuant to this Section 6.5(a) shall be considered Trust Expenses of the NARCO Asbestos Trust compensable only from the Trust Expense Fund as part of the Final Administrative Budget proposed and approved in accordance with Section 3.3.

(b) The NARCO Asbestos Trust shall promptly reimburse, or may pay directly by agreement, the NARCO Asbestos TAC for all reasonable fees and costs associated with the NARCO Asbestos TAC's employment of legal counsel in connection with the NARCO Asbestos TAC's performance of its duties hereunder. The Trust shall also promptly reimburse, or pay directly by agreement, the NARCO Asbestos TAC for all reasonable fees and costs associated with the employment of any other NARCO Asbestos TAC Professional in connection with the NARCO Asbestos TAC's performance of their duties hereunder; provided, however, that (i) the NARCO Asbestos TAC has first submitted to the NARCO Asbestos Trust a written request for such reimbursement setting forth the reasons (A) why the NARCO Asbestos TAC desires to employ the NARCO Asbestos TAC Professional, and (B) why the NARCO Asbestos TAC cannot rely on the experts retained by the NARCO Asbestos Trust to meet the need of the NARCO Asbestos TAC for such expertise or advice, and (ii) the NARCO Asbestos Trust has approved the NARCO Asbestos TAC's request for reimbursement in writing. If the NARCO Asbestos Trust agrees to pay for the NARCO Asbestos TAC Professional, such

reimbursement shall be treated as a Trust Expense. If the NARCO Asbestos Trust declines to pay for the NARCO Asbestos TAC Professional, it must set forth its reasons in writing. If the NARCO Asbestos TAC still desires to employ the NARCO Asbestos TAC Professional at the expense of the NARCO Asbestos Trust, the NARCO Asbestos TAC and/or the Trustees shall resolve their dispute pursuant to Section 8.14 below.

- 6.6 Compensation and Expenses of NARCO Asbestos TAC Members. To reduce the Trust Expenses of the NARCO Asbestos Trust, only three members of the NARCO Asbestos TAC shall receive compensation from the NARCO Asbestos Trust at the rate of \$550 per hour for attendance at NARCO Trust related meetings or other conduct of NARCO Asbestos Trust business. It shall be the responsibility of the full NARCO Asbestos TAC membership to allocate in their sole discretion this compensation among themselves. However, all members of the NARCO Asbestos TAC shall be reimbursed promptly for all reasonable out-of-pocket expenses incurred by the NARCO Asbestos TAC members in connection with the performance of their duties hereunder. Such NARCO Asbestos TAC compensation, reimbursement or direct payment shall be deemed a Trust Expense. The hourly rate of compensation hereunder shall be increased annually by the Trustees proportionately with any increase in the All Items Consumer Price Index for all-Urban Consumers (CPI-U) for the corresponding annual period. The NARCO Asbestos Trust shall include a description of the amounts paid under this Article 6 in the accounts to be filed with the Bankruptcy Court and provided to the Trustees, the NARCO Asbestos Future Claimants Representative, and Honeywell pursuant to Section 3.3.

ARTICLE VII

FUTURE CLAIMANTS REPRESENTATIVE

- 7.1 Duties. The initial NARCO Asbestos Future Claimants Representative shall be Lawrence Fitzpatrick, Esquire. He shall serve in a fiduciary capacity, representing the interests of the holders of NARCO Asbestos Trust Claims yet to accrue for the purpose of protecting the rights of such persons. The Trustees must consult with the NARCO Asbestos Future Claimants Representative on matters identified in Section 3.1(c) above and on certain other matters provided herein, and must obtain the consent of the NARCO Asbestos Future Claimants Representative on matters identified in Section 3.2(d) above and on certain other matters provided herein. Where provided in the NARCO Asbestos TDP, certain other actions by the Trustees are also subject to the consent of the NARCO Asbestos Future Claimants Representative.
- 7.2 Term of Office.
- (a) The NARCO Asbestos Future Claimants Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 7.2(b) below, (iii) his or her removal pursuant to Section 7.2(c) below, or (iv) the termination of the NARCO Asbestos Trust.
- (b) The NARCO Asbestos Future Claimants Representative may resign at any time by written notice to the Trustees, Honeywell, and the NARCO Asbestos TAC. Such

notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The NARCO Asbestos Future Claimants Representative may be removed by the Bankruptcy Court on a petition for removal by the NARCO Asbestos Trustees or on motion for removal, but after notice and hearing, in the event he or she becomes unable to discharge his or her duties hereunder due to accident, or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, a breach of the NARCO Asbestos Future Claimants Representative's duties hereunder, a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, or repeated non-attendance at scheduled meetings.

7.3 Appointment of Successor. A vacancy caused by death or resignation shall be filled with an individual nominated prior to the effective date of the resignation or the death by the resigning or deceased NARCO Asbestos Future Claimants Representative. A vacancy caused by the removal of the NARCO Asbestos Future Claimants Representative shall be filled with an individual nominated by the Trustees in consultation with the NARCO Asbestos TAC and Honeywell, subject to the approval of the Bankruptcy Court. In the event a majority of the Trustees cannot agree, or a nominee has not been pre-selected, the successor shall be chosen by the Bankruptcy Court.

7.4 NARCO Asbestos Future Claimants Representative's Employment of Professionals.

(a) The NARCO Asbestos Future Claimants Representative shall receive compensation from the NARCO Asbestos Trust. The NARCO Asbestos Future Claimants Representative may but is not required to retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the NARCO Asbestos Future Claimants Representative to be qualified as experts on matters submitted to the NARCO Asbestos Future Claimants Representative (the "**FCR Professionals**"). The NARCO Asbestos Future Claimants Representative and the FCR Professionals shall at all times have complete access to the NARCO Asbestos Trust's officers, employees and agents, as well as to the experts retained by the NARCO Asbestos Trust, and shall also have complete access to all information generated by them or otherwise available to the Trustees. In the absence of gross negligence, the written opinion of or information provided by any FCR Professional deemed by the NARCO Asbestos Future Claimants Representative to be qualified as an expert on the particular matter submitted to the NARCO Asbestos Future Claimants Representative shall be full and complete authorization and protection in support of any action taken or not taken by the NARCO Asbestos Future Claimants Representative in good faith and in accordance with the written opinion of or information provided by the FCR Professional.

(b) The Trust shall promptly reimburse, or may pay directly by agreement, the NARCO Asbestos Future Claimants Representative for all reasonable fees and costs associated with the NARCO Asbestos Future Claimants Representative's employment of legal counsel pursuant to this provision in connection with the NARCO Asbestos Future Claimants Representative's performance of his or her duties hereunder. The Trust shall

also promptly reimburse, or pay directly by agreement, the NARCO Asbestos Future Claimants Representative for all reasonable fees and costs associated with the NARCO Asbestos Future Claimants Representative's employment of any other FCR Professional pursuant to this provision in connection with the NARCO Asbestos Future Claimants Representative's performance of his or her duties hereunder; provided, however, that (i) the NARCO Asbestos Future Claimants Representative has first submitted to the Trust a written request for such reimbursement setting forth the reasons (A) why the NARCO Asbestos Future Claimants Representative desires to employ the FCR Professional, and (B) why the NARCO Asbestos Future Claimants Representative cannot rely on the experts retained by the Trust to meet the need of the NARCO Asbestos Future Claimants Representative for such expertise or advice, and (ii) the Trust has approved the NARCO Asbestos Future Claimants Representative's request for reimbursement in writing. If the Trust agrees to pay for the FCR Professional, such reimbursement shall be treated as a Trust Expense. If the Trust declines to pay for the FCR Professional, it must set forth its reasons in writing. If the NARCO Asbestos Future Claimants Representative still desires to employ the FCR Professional at Trust expense, the NARCO Asbestos Future Claimants Representative and/or the Trustees shall resolve their dispute pursuant to Section 8.14 below.

- 7.5 Compensation and Expenses of the NARCO Asbestos Future Claimants Representative. The NARCO Asbestos Future Claimants Representative shall receive compensation from the NARCO Asbestos Trust at the rate of \$550 per hour. The NARCO Asbestos Trust will promptly reimburse the NARCO Asbestos Future Claimants Representative for all reasonable out-of-pocket costs and expenses incurred by the NARCO Asbestos Future Claimants Representative in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a NARCO Asbestos Trust Administrative expense. The hourly rate of compensation hereunder shall be increased annually by the Trustees proportionately with any increase in the All Items Consumer Price Index for all-Urban Consumers (CPI-U) for the corresponding annual period. The NARCO Asbestos Trust shall include a description of the amounts paid under this Section 7.5 in the accounts to be filed with the Bankruptcy Court and provided to the Trustees, the NARCO Asbestos TAC, and Honeywell pursuant to Section 3.3.

ARTICLE VIII

GENERAL PROVISIONS

- 8.1 Procedure for Consulting With or Obtaining Consent of Honeywell, the NARCO Asbestos TAC and/or the NARCO Asbestos Future Claimants Representative.
- (a) Consultation Process.
- (i) In the event the Trustees are required to consult with Honeywell, the NARCO Asbestos TAC, and/or the NARCO Asbestos Future Claimants Representative pursuant to this NARCO Asbestos Trust Agreement, the NARCO Asbestos TDP

or on other matters, the Trustees shall provide Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees shall also provide Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative with such reasonable access to the experts retained by the Trustees as Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative may reasonably request during the time that the Trustees are considering such matters, and shall also provide to Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) The Trustees shall take into consideration the time required for Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative, if desirable to those Parties, to engage and consult with their own experts as to such matters.

(b) Consent Process.

(i) In the event the Trustees are required to obtain the consent of Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative pursuant to this NARCO Asbestos Trust Agreement, the NARCO Asbestos TDP, or otherwise, the Trustees shall provide Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative with a written notice stating that their consent is being sought pursuant to the Trustees' proposal, describing in detail the nature and scope of the action the Trustees propose to take, and explaining in detail the reasons why the Trustees desire to take such action. The Trustees shall provide to Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustees shall also provide to Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative such reasonable access to the experts retained by the Trustees as Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative may reasonably request during the time that the Trustees are considering such action, and shall also provide to Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustees.

(ii) Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative must each consider in good faith and in a timely fashion any request for its consent by the Trustees, and must in any event, advise the Trustees in writing of its consent or its objection to the proposed action within sixty (60) days of receiving the original request for consent from the Trustees.

This sixty (60) day period may be extended with the consent of the Trustees. This sixty (60) day period may be reduced or waived in writing by Honeywell, the NARCO Asbestos TAC or the NARCO Asbestos Future Claimants Representative. Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative may not withhold consent unreasonably. If Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative decides to withhold its consent, it must explain in detail in writing its objections to the proposed action. If Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative does not advise the Trustees in writing of consent or objections to the action within sixty (60) days of receiving notice regarding such request, or such other time as provided hereunder, the consent of Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative to the proposed actions shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 8.1(b), Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative continues to object to the proposed action and to withhold consent to the proposed action, the Trustees and/or Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative shall resolve their dispute pursuant to Section 8.14. However, the burden of proof with respect to the validity of the objection of Honeywell, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative shall be on the objecting party.

8.2 Irrevocability. The NARCO Asbestos Trust is irrevocable, but is subject to amendment as provided in Section 8.4.

8.3 Termination.

(a) The NARCO Asbestos Trust shall automatically terminate on the date (the "**Termination Date**") ninety (90) days after the first occurrence of any of the following events:

(i) the Trustees in their sole discretion decide to terminate the NARCO Asbestos Trust because (A) they deem it unlikely that new NARCO Asbestos Trust Claims will be filed against the NARCO Asbestos Trust and (B) all NARCO Asbestos Trust Claims duly filed with the NARCO Asbestos Trust have been liquidated and satisfied and twelve consecutive months have elapsed during which no new valid NARCO Asbestos Trust Claim has been filed with the NARCO Asbestos Trust;

(ii) if the Trustees have procured and have in place irrevocable insurance policies and have established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected remaining obligations and expenses of the NARCO Asbestos Trust in a manner consistent with this NARCO Asbestos Trust Agreement and the NARCO

Asbestos TDP, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes final;

(iii) if in the judgment of two-thirds of the Trustees, with the consent of Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative (which consent shall not be unreasonably withheld), the continued administration of the NARCO Asbestos Trust is uneconomical or inimical to the best interests of the persons holding NARCO Asbestos Trust Claims, and the termination of the NARCO Asbestos Trust will not expose or subject Reorganized NARCO, any other Reorganized Debtor, Honeywell or any Honeywell Affiliate, or any of their successors in interest to any increased or undue risk of having any NARCO Asbestos Trust Claims asserted against it or them or will not in any way jeopardize the validity or enforceability of the NARCO Channeling Injunction; or

(iv) 21 years less 90 days pass after the death of the last survivor of all the descendants of Joseph P. Kennedy, Sr. of Massachusetts living on the date hereof.

(b) During the ninety (90) day period after the occurrence of an event provided for in Section 8.3(a), but prior to the Termination Date, any New Debtor Common Stock, remaining within the NARCO Asbestos Trust Assets, shall be sold and liquidated by the Trustees. The proceeds of any such sale of stock or securities shall be applied to the payment of NARCO Asbestos Trust Claims, as appropriate.

(c) On the Termination Date, after payment of all the NARCO Asbestos Trust's liabilities has been provided for, all monies remaining in the NARCO Asbestos Trust estate shall be transferred to Honeywell, if such transfer does not jeopardize the NARCO Asbestos Trust's status as a qualified settlement trust under the Internal Revenue Code, or, if such status would be jeopardized, to charitable organization(s) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustees using their reasonable discretion; provided, however, that (i) if practicable, the tax-exempt organization(s) shall be related to treatment of, research in the cure of, or relief of individuals suffering from asbestos-caused disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to Reorganized NARCO within the meaning of Section 468(d)(3) of the Internal Revenue Code.

8.4 Amendments. The Trustees, after consultation with Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative, and subject to the consent of Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative, may modify or amend this NARCO Asbestos Trust Agreement and the Trust Bylaws. The Trustees, after consultation with Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative, and subject to the consent of Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative, may modify or amend the NARCO Asbestos TDP; provided, however, that no amendment to the NARCO Asbestos TDP shall be inconsistent with the limitations on amendments provided therein, and, in particular, the

provisions limiting amendment of the Clams Payment Ratio set forth in Section 2.4 of the NARCO Asbestos TDP or the Payment Percentage provisions of Section 2.5 of the NARCO Asbestos TDP. Any modification or amendment made pursuant to this Article 8 must be done in writing, and must be described in the Annual Report to be filed by the NARCO Asbestos Trust with the Bankruptcy Court pursuant to Section 3.3. No amendment to this NARCO Asbestos Trust Agreement, the NARCO Asbestos TDP, or the Trust Bylaws may be made that will in any manner increase the amount of Honeywell's funding obligation to the NARCO Asbestos Trust (either to the Trust Expense Fund, the Annual Contribution Claims Fund, or the Pre-Established Claims Fund) without Honeywell's consent, which Honeywell may withhold in its sole and exclusive discretion. Notwithstanding anything contained in this NARCO Asbestos Trust Agreement to the contrary, neither this NARCO Asbestos Trust Agreement, the NARCO Asbestos Trust Bylaws, the NARCO Asbestos TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify the applicability of Section 524(g) of the Bankruptcy Code, the efficacy or enforceability of the injunction entered thereunder, or the NARCO Asbestos Trust's qualified settlement fund status under Section 468B of the Internal Revenue Code. No consent from the Settlers, other than Honeywell, shall be required to modify or amend this NARCO Asbestos Trust Agreement or any document annexed to it. Any modification or amendment made pursuant to this Section 8.4 must be done in writing. Notwithstanding anything contained herein to the contrary, neither this NARCO Asbestos Trust Agreement nor the NARCO Asbestos TDP shall be modified or amended in any way that would jeopardize the efficacy or enforceability of the NARCO Channeling Injunction.

8.5 Meetings.

(a) Honeywell, the NARCO Asbestos Future Claimants Representative and the NARCO Asbestos TAC shall have the right to attend all meetings of the Trustees. Attendance may be in person, by telephone, or by video. Honeywell, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative shall be provided five (5) days' advance notice in writing whenever meetings are scheduled to be held. The number of meetings of the Trustees per year and the procedure for setting the time, place and manner of conducting the meetings shall be set pursuant to the NARCO Asbestos Trust Bylaws.

(b) Notwithstanding the foregoing, the Trustees shall have the right to meet in executive session.

(c) Notwithstanding the foregoing, the Trustees shall have the right to meet with any person as the Trustees deem necessary to fulfill their duties, in executive session or otherwise.

(d) The Delaware Trustee shall not be required nor permitted to attend meetings relating to the NARCO Asbestos Trust.

8.6 Severability. If any provision in this NARCO Asbestos Trust Agreement is determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this NARCO Asbestos Trust Agreement.

8.7 Notices.

(a) Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative; in each case as provided on such person's claim form submitted to the NARCO Asbestos Trust with respect to his or her NARCO Asbestos Trust Claim, or by such other means, including electronic notice, as may be agreed between the NARCO Asbestos Trust and the NARCO Asbestos Trust Claimant or, where applicable, such person's legal representative.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered at the addresses designated below, or sent by electronic mail or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished by any of Reorganized NARCO, Post-Effective ANH, Honeywell, the Trustees, the NARCO Asbestos TAC, or the NARCO Asbestos Future Claimants Representative to the others in compliance with the terms hereof.

To the NARCO Asbestos Trust
or the Trustees:

Hon. Ken M. Kawaichi (Ret.)
14 Mesa Avenue
Piedmont, California 94611
Facsimile: (510) 601-9254
Email: kkawaichi@sbcglobal.net

Richard B. Schiro
3710 Rawlins Street, Suite 1350
Dallas, Texas 75219
Facsimile: (214) 521-3838
Email: rbschiro@schirrolaw.com

Mark M. Gleason
Gleason & Associates
One Gateway Center, Suite 525
420 Fort Duquesne Blvd.
Pittsburgh, PA 15222-1402
Facsimile: (412) 391-1790
Email: mgleason@gleason-cpa.com

Sander L. Esserman
Steven A. Felsenthal
Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Facsimile: (214) 969-4999
Email: Esserman@sbep-law.com
Email: Felsenthal@sbep-law.com

To the NARCO Asbestos TAC:

Joseph F. Rice
John Baden
Motley Rice LLC
28 Bridgeside Blvd.
Mt. Pleasant, South Carolina 29465
Facsimile: (843) 216-9290
Email: jrice@motleyrice.com
Email: jbaden@motleyrice.com

Perry Weitz
Lisa Nathanson Busch
Weitz & Luxenberg, PC
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New York, New York 10003
Facsimile: (212) 344-5461
Email: pweitz@weitzlux.com
Email: lbusch@weitzlux.com

Steven Kazan
Kazan, McClain, Satterley, Lyons, Greenwood &
Oberman, A Professional Law Corporation
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Dallas, Texas 75219
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Peter Van N. Lockwood
Ann C. McMillan
Caplin & Drysdale, Chartered
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Washington, DC 20005
Facsimile: (202) 429-3301
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Email: acm@capdale.com

To Reorganized
NARCO and
Post-Effective ANH:

North American Refractories Company
Attention: General Counsel
Cherrington Corporate Center
400 Fairway Drive
Moon Township, PA 15108
Facsimile: (412) 375-6957
Email: mschalk@anhrefractories.com

Michael T. Wolf
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Facsimile: (312) 527-0484
Email: mwolf@jenner.com

To Honeywell:

Honeywell International Inc.
101 Columbia Road
Morristown, New Jersey 07962
Attention: Katherine L. Adams, Senior Vice President and
General Counsel
Facsimile: (973) 455-4217
Email: kate.adams@honeywell.com

and

Craig H. Zimmerman
Ellen Tenenbaum
McDermott, Will & Emery
340 Madison Avenue
New York, New York 10173-1922
Facsimile: (202)756-8087
Email: czimmerman@mwe.com
etenenbaum@mwe.com

To NARCO Asbestos Future Claimants Representative:

Lawrence Fitzpatrick
100 American Metro Blvd.
Suite 108
Hamilton, New Jersey 08619
Facsimile: (609) 620-1466
Email: lfitzpatrick@theccr.com

James L. Patton, Jr.
Edwin J. Harron
Sharon M. Zieg
Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Facsimile: (302) 571-1253
Email: jpatton@ycst.com
Email: eharron@ycst.com
Email: Szieg@ycst.com

All such notices and communications shall be effective when delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission or by electronic delivery confirmation.

8.8 Counterparts. This NARCO Asbestos Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

8.9 Successors and Assigns. The provisions of this NARCO Asbestos Trust Agreement shall be binding upon and inure to the benefit of Honeywell, the Debtors, the Reorganized

Debtors, the NARCO Asbestos Trust, and the Trustees and their respective successors and assigns, except that neither Honeywell nor the Debtors, nor the Reorganized Debtors, nor the NARCO Asbestos Trust, nor any Trustee may assign or otherwise transfer any of its, or his or her rights or obligations under this NARCO Asbestos Trust Agreement except, in the case of the NARCO Asbestos Trust and the Trustees, as contemplated by Section 3.1.

- 8.10 Limitation on Claim Interests for Securities Laws Purposes. NARCO Asbestos Trust Claims, and any interests therein, (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that the foregoing shall not apply to the holder of an Indirect Asbestos Trust Claim that is subrogated to an NARCO Asbestos Trust Claim as a result of its satisfaction of such NARCO Asbestos Trust Claim.
- 8.11 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this NARCO Asbestos Trust Agreement is contained herein and in the documents referred to herein, and this NARCO Asbestos Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.
- 8.12 Headings. The headings used in this NARCO Asbestos Trust Agreement are inserted for convenience only and neither constitute a portion of this NARCO Asbestos Trust Agreement nor in any manner affect the construction of the provisions of this NARCO Asbestos Trust Agreement.
- 8.13 Governing Law. This NARCO Asbestos Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.
- 8.14 Dispute Resolution. Any disputes that arise under this NARCO Asbestos Trust Agreement or under the NARCO Asbestos TDP among the Parties hereto, other than the Delaware Trustee, shall be resolved by submission of the matter to an alternative dispute resolution (“ADR”) process mutually agreeable to the Parties involved. Any Party to the ADR process dissatisfied with the decision of the arbitrator(s) may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be de novo. In either case, if the dispute arose pursuant to the consent provision set forth in Section 8.1(b) above, the burden of proof shall be on the Party or Parties who withheld consent to show that the objection was valid. If the dispute is not resolved by the ADR process within thirty (30) days after submission, the Parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. Notwithstanding anything else herein contained, to the extent any provision of

this NARCO Asbestos Trust Agreement is inconsistent with any provision of the Plan or the NARCO Asbestos TDP, the Plan or the NARCO Asbestos TDP shall control.

- 8.15 Enforcement and Administration. The Parties acknowledge the Bankruptcy Court's continuing exclusive jurisdiction to interpret and enforce the terms of the NARCO Asbestos TDP, this NARCO Asbestos Trust Agreement and the annexes hereto, pursuant to Article 11 of the Plan.
- 8.16 Effectiveness. The NARCO Asbestos Trust shall not come into existence until the Certificate of Trust has been filed with the Delaware Secretary of State. The Parties' duties and obligations under this NARCO Asbestos Trust Agreement shall not become binding and effective until the Effective Date of the Plan, provided the Plan includes an injunction in favor of Honeywell entered pursuant to Section 524(g) of the Bankruptcy Code that channels all asbestos-related personal injury claims arising out of the NARCO Product Line to the NARCO Asbestos Trust.

[Signatures to follow.]

IN WITNESS WHEREOF, the Parties have executed this NARCO Asbestos Trust Agreement this 30th day of April, 2013.

HONEYWELL INTERNATIONAL INC.


BY: 

Name: Katherine L. Adams

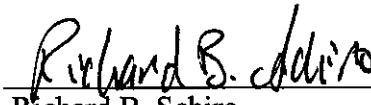
Title: Senior Vice President and General Counsel

IN WITNESS WHEREOF, the Parties have executed this NARCO Asbestos Trust Agreement this 30th day of April, 2013.

TRUSTEES:



Ken M. Kawaichi



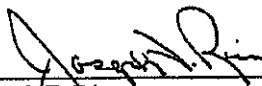
Richard B. Schiro



Mark M. Gleason

IN WITNESS WHEREOF, the Parties have executed this NARCO Asbestos Trust Agreement this 30th day of April, 2013.

TRUST ADVISORY COMMITTEE:



Joseph F. Rice
Four-Year Term

Perry Weitz
Three-Year Term

Steven Kazan
Four-Year Term

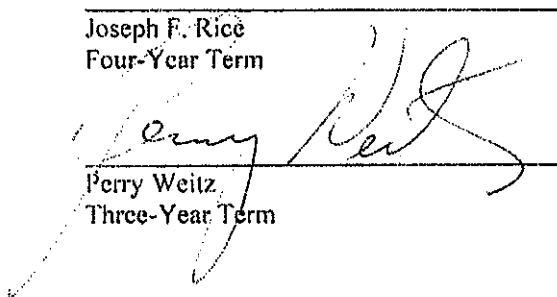
Steven T. Baron
Five-Year Term

Bruce E. Mattock
Five-Year Term

IN WITNESS WHEREOF, the Parties have executed this NARCO Asbestos Trust Agreement this 30th day of April, 2013.

TRUST ADVISORY COMMITTEE:

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Four-Year Term



Perry Weitz
Three-Year Term

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Four-Year Term

Steven T. Baron
Five-Year Term

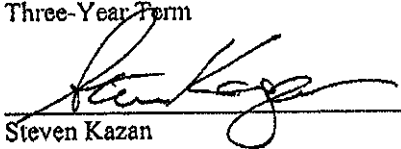
Bruce E. Mattock
Five-Year Term

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Five-Year Term


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Steven T. Baron
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Bruce E. Mattock
Five-Year Term

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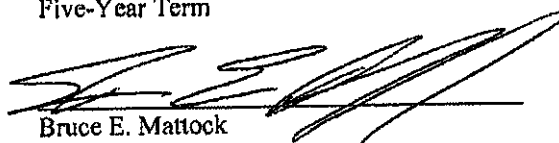
TRUST ADVISORY COMMITTEE:

Joseph F. Rice
Four-Year Term

Perry Weitz
Three-Year Term

Steven Kazan
Four-Year Term

Steven T. Baron
Five-Year Term



Bruce E. Matlock
Five-Year Term

APR. 29. 2013 9:32AM CENTER

NO. 762 P. 1/1

IN WITNESS WHEREOF, the Parties have executed this NARCO Asbestos Trust Agreement this 30th day of April, 2013.

FUTURE CLAIMANTS REPRESENTATIVE:

Lawrence Fitzpatrick
Lawrence Fitzpatrick

IN WITNESS WHEREOF, the Parties have executed this NARCO Asbestos Trust Agreement this 30th day of April, 2013.

DELAWARE TRUSTEE:
Wilmington Trust, National Association

BY: 

Name: _____

Title: _____

David B. Young

Vice President

Exhibit 3

NARCO TDP

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re)	Jointly Administered at
)	Case No. 02-20198
)	
NORTH AMERICAN REFRACTORIES)	Chapter 11
COMPANY, <i>et al.</i> ,)	
)	
Debtors.)	
)	
)	
)	

**FIRST AMENDED NORTH AMERICAN REFRACTORIES COMPANY
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST DISTRIBUTION PROCEDURES**

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FIRST AMENDED NORTH AMERICAN REFRACTORIES COMPANY

**ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST DISTRIBUTION PROCEDURES**

The North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures (for ease of reference hereinafter the “**NARCO Asbestos TDP**”) contained herein provide for resolving all NARCO Asbestos Trust Claims and NARCO Asbestos Demands caused, in whole or in part, by exposure to asbestos-containing products manufactured, sold or distributed by North American Refractories Company (“**NARCO**”) or its predecessors, for which NARCO and/or Honeywell International Inc. (“**Honeywell**”) and their predecessors, successors, and assigns have legal liability (hereinafter for all purposes of this NARCO Asbestos TDP defined as “**NARCO Asbestos Trust Claims**”), as provided in and required by the North American Refractories Company Third Amended Plan of Reorganization (“**Plan**”), dated December 28 , 2005, as supplemented, and North American Refractories Company Asbestos Personal Injury Settlement Trust Agreement (for ease of reference hereinafter the “**NARCO Asbestos Trust Agreement**”). The Plan and NARCO Asbestos Trust Agreement establish the North American Refractories Company Asbestos Personal Injury Settlement Trust (“**NARCO Asbestos Trust**”). The Trustees of the NARCO Asbestos Trust (“**Trustees**”) shall implement and administer this NARCO Asbestos TDP in accordance with the NARCO Asbestos Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the NARCO Asbestos Trust Agreement.

SECTION I

Introduction

1.1 Purpose. This NARCO Asbestos TDP has been adopted pursuant to the NARCO Asbestos Trust Agreement. It is designed to provide fair and equitable treatment in

substantially the same manner for all NARCO Asbestos Trust Claims that presently exist or may arise in the future.

1.2 Effective Date. This NARCO Asbestos TDP shall not be effective until the NARCO Asbestos Trust Agreement becomes effective, pursuant to Section 8.16 of the NARCO Asbestos Trust Agreement and the “**Effective Date**,” for purposes of this TDP, shall be the date the NARCO Asbestos Trust Agreement becomes effective.

SECTION II

Overview

2.1 NARCO Asbestos Trust Goals. The goal of the NARCO Asbestos Trust is to treat all claimants equitably and in accordance with the requirements of Section 524(g) of the Bankruptcy Code. This NARCO Asbestos TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial, first-in-first-out basis, with the intention of paying all claimants over time based on historical values for substantially similar claims in the tort system. To this end, this NARCO Asbestos TDP establishes a schedule of seven asbestos-related diseases (“**Disease Levels**”), six of which have presumptive medical and exposure requirements (“**Medical/Exposure Criteria**”). NARCO Asbestos Trust Claims involving Disease Levels I – IV and VI – VII have specific liquidated values (“**Scheduled Values**”), and those involving Disease Levels III - VII, have anticipated average values (“**Average Values**”) and caps on their liquidated values (“**Maximum Values**”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values, and Maximum Values, which are set forth in Section 4.3 below, have all been selected and derived with the intention of achieving a fair allocation of the NARCO Asbestos Trust funds as among claimants suffering from different diseases that is congruent with the settlement history of claims against NARCO.

2.2 NARCO Asbestos Trust Claim Liquidation Procedures. All claimants holding a NARCO Asbestos Trust Claim must file the claim with the NARCO Asbestos Trust in accordance with the proof of claim provisions of Section 5.1 as provided below. NARCO Asbestos Trust Claims that are not Pre-Established Claims shall be placed in the Annual Contribution Claims Fund Processing Queue to be established pursuant to Section 4.1(a) below. Pre-Established Claims shall be placed in the Pre-Established Claims Fund Processing Queue to be established pursuant to Section 4.2(a) below.

The NARCO Asbestos Trust shall liquidate all NARCO Asbestos Trust Claims involving Disease Levels I – IV, VI and VII at the applicable Scheduled Value for those claimants who opt for the Expedited Review Process described in Section 4.3(a) below and who can meet the presumptive Medical/Exposure Criteria set forth in that provision.

Alternatively, a claimant may opt to establish a liquidated value for his or her claim involving Disease Level III – VII that is greater than the applicable Scheduled Value by electing the NARCO Asbestos Trust's Individual Review Process described in Section 4.3(b) below. The NARCO Asbestos Trust may determine that the liquidated value of a claim that undergoes the Individual Review Process is less than or greater than its Scheduled Value, based on the individual claimant's ability to satisfy the presumptive Medical/Exposure Criteria. The liquidated value of a claim that undergoes the Individual Review Process shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 4.3(b)(3) below; provided, however, if the claim qualifies as an Extraordinary Claim as defined in Section 4.4(a) below, its liquidated value cannot exceed the maximum extraordinary value specified in that provision for such claims. Disease Level V (Lung Cancer 2) Claims and all Foreign Claims as defined in

Section 4.3(b)(1) below may be liquidated only pursuant to the NARCO Asbestos Trust's Individual Review Process.

All unresolved disputes over a claimant's medical condition, exposure history, the liquidated value of the claim, or whether the claim is a Pre-Established Claim, shall be subject to binding or non-binding arbitration, at the election of the claimant, under procedures that are provided in Section 4.10 below and Attachment A hereto. Disputes that are not resolved after non-binding arbitration may enter the tort system as provided in Sections 4.11 and 6.6 below. However, if and when a claimant obtains a judgment in the tort system, the judgment will be payable (subject to the Maximum Annual Payment, Claims Payment Ratio and the Payment Percentage, if applicable, provisions set forth below) only as provided in Section 6.7 below.

2.3 The Maximum Annual Payment. In each year, the NARCO Asbestos Trust shall determine and pay out a total of no more than an amount equal to or less than the sum of (i) the proceeds from any sale of any asset held by the NARCO Asbestos Trust and (ii) the contribution owed by Honeywell to the NARCO Asbestos Trust for this purpose in that year as established by the Plan and Section 2.3(c)(i) of the NARCO Asbestos Trust Agreement, ("**Maximum Annual Payment**") to resolve NARCO Asbestos Trust Claims. As provided for in Section 4.2(a) below, Pre-Established Claims shall not be subject to the Maximum Annual Payment, which claims shall be paid from funds separately provided for by the Plan and the NARCO Asbestos Trust Agreement.

2.4 NARCO Asbestos Trust Claims Payment Ratio. Based upon the claims settlement history of NARCO and Honeywell and the analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date (as defined in Section 1.2 above), has been set at 60% for Category A claims, which consist of NARCO

Asbestos Trust Claims involving severe asbestosis and malignancies (Disease Levels III – VII) that were unliquidated as of the Petition Date, and at 40% for Category B claims, which are NARCO Asbestos Trust Claims involving other asbestos-related nonmalignant disease (Disease Levels I and II) that were similarly unliquidated as of the Petition Date. The Claims Payment Ratio shall not apply to any Pre-Established Claims. In each year, based upon the Maximum Annual Payment, 60% of that amount will be available to pay liquidated Category A claims and 40% will be available to pay liquidated Category B claims that have been liquidated since the Effective Date.

In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds within the particular Category shall be paid to the maximum extent to claimants in the particular Category based on their place in the Annual Contribution Claims Fund Payment Queue described in Section 4.1(a) below based upon the date of claim liquidation. Claims for which there are insufficient funds will be carried to the next year where they will be placed at the head of that payment queue.

The 60%/40% Claims Payment Ratio and its rollover provision shall apply to all NARCO Asbestos Voting Claims (as defined in the Plan) and shall not be amended until the fifth anniversary of the Effective Date. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. The accumulation, rollover, and subsequent delay of claims resulting from the application of the Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. Nor may an increase in the number of Category B claims beyond those predicted or expected be considered as a factor in deciding whether to reduce the percentage allocated to Category A claims.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustees should also consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of the foreseeability of the reasons why there would be any need to make an amendment. No amendment to the Claims Payment Ratio may be made without the consent of the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative pursuant to the consent process set forth in Section 8.1(b) of the NARCO Asbestos Trust Agreement.

2.5 Payment Percentage.

2.5(a). Implementation and Determination of a Payment Percentage.

The NARCO Asbestos Trust shall periodically estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to treat all present and future NARCO Asbestos Trust Claims in a substantially similar manner. To the extent necessary to reasonably assure that the NARCO Asbestos Trust will be in a financial position to pay holders of present and future NARCO Asbestos Trust Claims in substantially the same manner, the Trustees, with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative and Honeywell, may develop and institute a process for reducing the payment of the liquidated value of NARCO Asbestos Trust Claims, whereby a claimant will receive a pro-rata share of the liquidated value of its NARCO Asbestos Trust Claim (the “**Payment Percentage**”) after such liquidated value of his or her claim is determined pursuant to the NARCO Asbestos Trust’s Expedited Review process or the NARCO Asbestos Trust’s Individual Review Process, arbitration, or litigation in the tort system. In no event shall the Payment Percentage apply to Pre-Established Claims.

To the extent a Payment Percentage is applied by the NARCO Asbestos Trust to NARCO Asbestos Trust Claims, no less frequently than once every three years, commencing with the first day of January occurring after the Plan is consummated, the Trustees shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage, if necessary, with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative and Honeywell.

The Trustees shall also reconsider the then-applicable Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, or Honeywell. The Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future NARCO Asbestos Trust Claims, the value of the assets available to the NARCO Asbestos Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of NARCO Asbestos Trust Claims. When making these determinations the Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of NARCO Asbestos Trust Claims shall receive the same Payment Percentage, but the payment may be deferred as needed.

2.5(b) Applicability of the Payment Percentage. To the extent the NARCO Asbestos Trust implements a Payment Percentage, no holder of a NARCO Asbestos Trust Claim other than a Pre-Established Claim shall receive a payment for a NARCO Asbestos

Trust Claim that exceeds the Payment Percentage times the liquidated value of the claim. Except as otherwise provided in Section 4.1(c) below, for all NARCO Asbestos Trust Claims involving deceased or incompetent claimants for which approval of the NARCO Asbestos Trust's offer by a court or probate process is required, no holder of any other NARCO Asbestos Trust Claim other than a Pre-Established Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment.

If a redetermination of the Payment Percentage for the NARCO Asbestos Trust has been proposed in writing by the Trustees to the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative and Honeywell, but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

2.6 Indirect Asbestos Trust Claims. As set forth in Section 4.6 below, any NARCO Asbestos Trust Claim that is an Indirect Asbestos Trust Claim that is payable from the NARCO Asbestos Trust shall be subject to the same processing, liquidation and payment provisions under this NARCO Asbestos TDP that the claim would have been subject to if it had been brought by the original claimant against the NARCO Asbestos Trust.

2.7 Payment of NARCO Asbestos Trust Claims. Upon final liquidation, all NARCO Asbestos Trust Claims except Pre-Established Claims shall be placed in the Annual Contribution Claims Fund Payment Queue to be established by the NARCO Asbestos Trust

pursuant to Section 4.1(c) below and Section 2.3(c)(i)(A) of the NARCO Asbestos Trust Agreement, and all Pre-Established Claims shall be placed in a separate Pre-Established Claims Fund Payment Queue to be established by the NARCO Asbestos Trust pursuant to Section 4.2(a) below and Section 2.3(c)(i)(B) of the NARCO Asbestos Trust Agreement. NARCO Asbestos Trust Claims in each such payment queue shall then be paid solely from either the Annual Contribution Claims Fund or the Pre-Established Claims Fund as provided in Section 2.3(c)(i) of the NARCO Asbestos Trust Agreement.

SECTION III

NARCO Asbestos TDP Administration

3.1 Trustees' Advisory Committee and NARCO Asbestos Future

Claimants Representative. Pursuant to the Plan and the NARCO Asbestos Trust Agreement, this NARCO Asbestos TDP will be administered by the Trustees in consultation with (1) a five-member Trustees Advisory Committee (“**NARCO Asbestos TAC**”) that represents the interests of holders of present NARCO Asbestos Trust Claims, (2) a NARCO Asbestos Future Claimants Representative (“**NARCO Asbestos Future Claimants Representative**”) who represents the interests of holders of NARCO Asbestos Trust Claims that will be asserted in the future, and (3) the trust’s principal funder, Honeywell. The Trustees shall obtain the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell as provided in the NARCO Asbestos Trust Agreement and before seeking to amend these Procedures pursuant to Section 7.1 below. The Trustees shall also consult with the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell on such matters as are provided below and in the NARCO Asbestos Trust Agreement. The initial

members of the NARCO Asbestos TAC and the initial NARCO Asbestos Future Claimants Representative are identified in the NARCO Asbestos Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustees will provide written notice to the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell of the specific amendment or other action that is proposed. The Trustees will not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Section 8.1(a) , or the Consent Process described in Section 8.1(b) of the NARCO Asbestos Trust Agreement, respectively.

SECTION IV

Resolution of NARCO Asbestos Trust Claims

4.1 Ordering, Processing, and Payment of Claims.

4.1(a) Ordering of Claims.

4.1(a)(1) Establishment of the Processing Queues. The NARCO Asbestos Trust will order all unliquidated NARCO Asbestos Trust Claims that are not Pre-Established Claims for processing purposes on a first-in, first out basis except as otherwise provided herein (the “**Annual Contribution Claims Fund Processing Queue**”). The NARCO Asbestos Trust shall also establish a separate processing queue for Pre-Established Claims (the “**Pre-Established Claims Fund Processing Queue**”) and shall place all such Pre-Established Claims in such queue pursuant to the provisions of Section 4.2(a) below. For each claim submitted, the NARCO Asbestos Trust shall determine whether the claim is or is not a Pre-Established Claim by reviewing the claims data required to be supplied by Honeywell and/or

NARCO pursuant to Section 4.2(a) below, as well as any information required to be supplied by the holder of the claim hereunder.

For all NARCO Asbestos Trust Claims other than Pre-Established Claims filed on or before the date six (6) months after the NARCO Asbestos Trust first makes available the proof of claim form and other claims materials required for purposes of filing NARCO Asbestos Trust Claims (such six-month date being referred to herein as the “**Initial Claims Filing Date**”), a claimant’s position in the Annual Contribution Claims Fund Processing Queue shall be determined as of the earlier of (i) the date after the Petition Date, but before the date the NARCO Asbestos Trust first makes available its claims filing materials, that the claim was filed in the tort system against another defendant; (ii) the date the claimant filed a proof of claim in the Chapter 11 Cases; and (iii) the date the claimant or his or her authorized agent filed a ballot in the Chapter 11 Cases for the purpose of voting on the Plan in accordance with the voting procedures adopted by the Court. Following the Initial Claims Filing Date, the claimant’s position in the Annual Contribution Claims Fund Processing Queue shall be determined by the date the claim was filed with the NARCO Asbestos Trust. If any claims are filed on the same date, the claimant’s position in the Annual Contribution Claims Fund Processing Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any unliquidated NARCO Asbestos Trust Claims are both diagnosed and filed on the same dates, the position of those claims in the Annual Contribution Claims Fund Processing Queue shall be determined by the dates of the claimants’ birth, with older claimants given priority over younger claimants. Eligibility of NARCO Asbestos Trust Claims to be placed in the Pre-Established Claims Fund Processing Queue shall be determined pursuant to Section 4.2(a) below.

4.1(a)(2) Effect of Statutes of Limitations and Repose. All

unliquidated NARCO Asbestos Trust Claims, including Pre-Established Claims subject to settlement agreements entered into between Honeywell and claimants after the Petition Date but prior to the Effective Date that permit the claimant to liquidate the claim pursuant to all relevant provisions of this NARCO Asbestos TDP, must meet either: (i) for claims first filed in the tort system against NARCO or Honeywell prior to the Petition Date, the applicable federal, state, and foreign statute of limitations and repose that was in effect at the time of the filing of the claim in the tort system; or, (ii) for claims not filed against NARCO or Honeywell in the tort system prior to the Petition Date, the applicable federal, state and foreign statute of limitations and repose that is in effect at the time of the filing with the NARCO Asbestos Trust. However, the running of the applicable statute of limitations shall be tolled for purposes of these statutes as of the earliest of (A) the actual filing of the claim against NARCO or Honeywell prior to the Petition Date, whether in the tort system or by submission of the claim to NARCO or Honeywell pursuant to an administrative settlement agreement; (B) the filing of the claim after the Petition Date but prior to the Initial Claims Filing Date against another defendant in the tort system; (C) the filing of the requisite proof of claim in the Chapter 11 Cases; (D) the filing of a ballot in the Chapter 11 Cases for voting purposes; or (E) the filing of a proof of claim with the requisite supporting documentation with the NARCO Asbestos Trust after the Initial Claims Filing Date. If a NARCO Asbestos Trust Claim meets any of the tolling provisions described in the preceding sentence and was not barred by the applicable statute of limitations as of the date of the tolling, the NARCO Asbestos Trust Claim will be treated as timely filed regardless of the date that it is actually filed with the NARCO Asbestos Trust. Any claims that were first diagnosed after the Petition Date, irrespective of any relevant statute of limitations, may be filed with the NARCO

Asbestos Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later.

4.1(b) Processing of Claims. As a general practice, the NARCO Asbestos Trust will review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the Annual Contribution Claims Fund Processing Queue or the Pre-Established Claims Fund Processing Queue in the near future. To the extent that a delay of more than six (6) months exists between the date a claimant's proof of claim and supporting documentation are initially submitted to the NARCO Asbestos Trust and the date the NARCO Asbestos Trust anticipates reaching the claim in the Annual Contribution Claims Fund Processing Queue or Pre-Established Claims Fund Processing Queue, the NARCO Asbestos Trust shall provide the claimant with an opportunity to supplement or update his or her proof of claim form and supporting documentation to include information that was not previously available to the claimant at the time the proof of claim was originally filed.

Claims that were not filed against NARCO or Honeywell in the tort system or actually submitted to NARCO or Honeywell pursuant to an administrative settlement agreement prior to the Petition Date, or against another defendant in the tort system prior to the Plan Filing Date, shall not be processed until after the Initial Claims Filing Date.

4.1(c) Payment of Claims. NARCO Asbestos Trust Claims other than Pre-Established Claims that have been liquidated by the Expedited Review Process as provided in Section 4.3(a) below, by the Individual Review Process as provided in Section 4.3(b) below, by arbitration as provided in Section 4.10 below, or in the tort system provided in Section 4.11 below, shall be placed in a payment queue (the "**Annual Contribution Claims Fund Payment Queue**") to be created by the NARCO Asbestos Trust based on the date their liquidation became

final, and shall be paid from the Annual Contribution Claims Fund described in Section 2.3(c)(i)(A) of the NARCO Asbestos Trust Agreement. All such payments shall also be subject to the Maximum Annual Payment, the Claims Payment Ratio and any applicable Payment Percentage, except as otherwise provided herein. Pre-Established Claims shall be liquidated pursuant to Section 4.2(a) below, placed in a separate payment queue (the “**Pre-Established Claims Fund Payment Queue**”) to be established pursuant to Section 4.2(a), and paid from the Pre-Established Claims Fund as provided in Section 2.3(c)(i)(B) of the NARCO Asbestos Trust Agreement.

In a case in which the claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the offer by the claimant’s representative, any offer made by the NARCO Asbestos Trust on the claim shall remain open so long as proceedings before that court or in the probate process remain pending, provided that the NARCO Asbestos Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is approved by the court or through the probate process and accepted by the claimant’s representative, the NARCO Asbestos Trust shall pay the claim in the amount so offered multiplied by the Payment Percentage, if applicable, in effect at the time the offer was first made. For purposes of placement in the Annual Contribution Claims Fund Payment Queue or the Pre-Established Claims Fund Payment Queue, the date of final liquidation shall be the date the claimant’s representative accepts the offer approved by the court or probate process.

If any claims are liquidated on the same date, the claimant’s position in the appropriate payment queue shall be determined by the date of the diagnosis of the claimant’s

asbestos-related disease. If any claims are liquidated on the same date and the respective claimant's diseases were diagnosed on the same date, the position of those claims in the appropriate payment queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

4.2 Resolution of Pre-Established Claims.

4.2(a) Processing and Payment. As soon as practicable after the Effective Date, the NARCO Asbestos Trust shall pay all NARCO Asbestos Trust Claims that are subject to (i) a binding settlement agreement, entered into with NARCO prior to the Petition Date for the particular claim, that was judicially enforceable by the claimant, (ii) a binding settlement agreement entered into with Honeywell after the Petition Date but prior to the Effective Date of the NARCO Asbestos Trust if the settlement agreement in question provides that the NARCO Asbestos Trust shall be responsible for satisfying any/or all of the unpaid portion thereof,¹ or (iii) by a judgment that became final and non-appealable prior to the Petition Date (collectively "**Pre-Established Claims**").

Pre-Established Claims shall also include all NARCO Asbestos Trust Claims that were filed and served on NARCO or Honeywell as a defendant in the tort system prior to the Petition Date of January 4, 2002, based upon allegations that the claimant's alleged asbestos-related injury arose, in whole or in part, from exposure to a NARCO asbestos-containing product.

¹ To avoid confusion, "Pre-Established Claims" include all claims subject to such settlement agreements with Honeywell, regardless of whether (i) the settlement agreement itself fixes or liquidates a specific amount the claimant is to receive from the NARCO Asbestos Trust, or (ii) the settlement agreement entitles the claimant to file a NARCO Asbestos Trust Claim to be liquidated by the NARCO Asbestos Trust in accordance with all relevant provisions of this TDP. So long as a claim is subject to a binding settlement agreement, entered into with Honeywell after the Petition Date but prior to the Effective Date, that claim is a Pre-Established Claim.

Pre-Established Claims shall be processed in accordance with their order in the Pre-Established Claims Fund Processing Queue based on the date the NARCO Asbestos Trust receives either: (i) in the case of claims liquidated pursuant to a settlement agreement between the claimant and Honeywell after the Petition Date but before the Effective Date, such documentation, if any, as may be required under the terms of the Agreement; or, (ii) in the case of all other Pre-Established Claims, a completed proof of claim form with all required documentation for the particular claim; provided, however, the amounts payable with respect to any Pre-Established Claim shall not be subject to nor taken into account in consideration of the Maximum Annual Payment, the Claims Payment Ratio, or the Payment Percentage, if any.

In the case of claims liquidated pursuant to settlement agreements between claimants and Honeywell after the Petition Date but before the Effective Date that provide that the NARCO Asbestos Trust shall be responsible for satisfying the unpaid portion thereof, Honeywell shall facilitate the processing of such claims by providing the NARCO Asbestos Trust with the name of each claimant covered by each such agreement, his or her Social Security number, the name and address of the claimant's law firm, and the nature of the claimant's alleged asbestos-related disease. Honeywell shall also advise the NARCO Asbestos Trust as to whether the settlement agreement fixes a specific amount that the NARCO Asbestos Trust is obligated to pay the claimant or whether the claim must be liquidated by the NARCO Asbestos Trust pursuant to all relevant provisions of this NARCO Asbestos TDP. NARCO and/or Honeywell shall also provide the NARCO Asbestos Trust with comparable information concerning any binding settlement agreements it entered into with claimants holding NARCO Asbestos Trust Claims prior to the Petition Date, as well as any NARCO Asbestos Trust Claims that were filed and served on it, or tried to final judgment, prior to the Petition Date.

The NARCO Asbestos Trust shall in turn provide Honeywell with all documentation submitted for each Pre-Established Claim identified by the Trust pursuant to Section 4.1(a)(1) above, following which Honeywell shall screen the claim and, within forty-five (45) days of receipt of the documentation, advise the NARCO Asbestos Trust whether the claim qualifies for payment in an amount fixed in a settlement agreement with it or NARCO, or in a final judgment against NARCO, and thus should be placed immediately in the Pre-Established Claims Fund Payment Queue, or whether the claim is unliquidated, and thus should be processed and liquidated in accordance with all relevant provisions of this NARCO Asbestos TDP, including Section 4.3 below, and if qualified for payment, placed in the Pre-Established Claims Fund Payment Queue; provided, however, that if the information provided to the NARCO Asbestos Trust by Honeywell pursuant to the provisions of the prior paragraph establishes that a claim should be immediately placed in the Pre-Established Claims Fund Payment Queue, such claim shall not require any further review by Honeywell and shall be placed immediately in the Pre-Established Claims Fund Payment Queue. In any event, all NARCO Asbestos Trust Claims in the Pre-Established Claims Fund Payment Queue shall be paid solely from the Pre-Established Claims Fund provided by Honeywell pursuant to Section 2.3(c)(i)(B) of the NARCO Asbestos Trust Agreement.

Any dispute between a claimant and the NARCO Asbestos Trust and/or Honeywell as to whether a claim is a Pre-Established Claim and/or the amount of its liquidated value shall be resolved by binding or non-binding arbitration pursuant to Section 4.10 below. Any such dispute not resolved by non-binding arbitration may be resolved in the tort system as provided in Sections 4.11 and 6.6 below. Any dispute between the Trust and Honeywell over whether a claim is a Pre-Established Claim and/or the amount of its liquidated value shall be

subject to the dispute resolution procedures set forth in Section 8.14 of the NARCO Asbestos Trust Agreement.

If any Pre-Established Claims are filed with the NARCO Asbestos Trust on the same date, the claimant's position in the Pre-Established Claims Fund Processing Queue shall be determined by the date the claim was established by a final judgment, or by a settlement agreement with NARCO or Honeywell, or by its filing and service on Honeywell or NARCO in the tort system prior to the Petition Date. If any such claims were filed or established on the same date, the position of those claims in the Pre-Established Claims Fund Processing Queue shall be determined by the date of claimant's first diagnosis of an asbestos-related disease, with priority given to the earlier diagnosis. If any such claims were diagnosed and filed or established on the same date, the position of those claims in the Pre-Established Claims Fund Processing Queue shall be determined by the claimants' date of birth, with priority given to older claimants over younger claimants.

4.2(b) Marshalling of Security. Holders of Pre-Established Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the NARCO Asbestos Trust. Only in the event that such security or surety is insufficient to pay the Pre-Established Claim in full shall the deficiency be processed and paid as a Pre-Established Claim.

4.3 Resolution of Unliquidated NARCO Asbestos Trust Claims.

Claimants seeking resolution of unliquidated NARCO Asbestos Trust Claims, including any Pre-Established Claim that is required by the terms of the relevant settlement agreement between the claimant and Honeywell to be liquidated by the NARCO Asbestos Trust in accordance with the provisions of this NARCO Asbestos TDP, must first file a proof of claim form, together with the

required supporting documentation, in accordance with the provisions of Sections 5.1 and 5.2 below. Within six months after the establishment of the NARCO Asbestos Trust, in consultation with Honeywell, the NARCO Asbestos TAC, and the NARCO Asbestos Future Claimants Representative, the NARCO Asbestos Trust shall adopt internal operating procedures for the purposes of implementing the Plan, the NARCO Asbestos Trust Agreement, and this NARCO Asbestos TDP, which shall include internal deadlines for processing all unliquidated NARCO Asbestos Trust Claims. It is anticipated that such procedures shall contemplate that the NARCO Asbestos Trust will provide each claimant with a response within six (6) to nine (9) months of receiving a complete proof of claim submission.

The proof of claim form shall require the claimant to assert his or her NARCO Asbestos Trust Claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims filed with the NARCO Asbestos Trust shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, with all lower Disease Levels for which the claim then qualifies or may qualify in the future subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claim shall be placed in the relevant processing queue in accordance with the ordering criteria described in Sections 4.1(a) and 4.2(a) above, and shall be liquidated under the NARCO Asbestos Trust's Expedited Review Process described in Section 4.3(a) below, the NARCO Asbestos Trust's Individual Review Process described in Section 4.3(b) below, arbitration described in Section 4.10 below, or litigation as described in Section 6.6 below.

4.3(a) Expedited Review Process.

4.3(a)(1) In General. The NARCO Asbestos Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all claims that can easily be verified by the NARCO Asbestos Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing NARCO Asbestos Trust Claims than does the Individual Review Process described in Section 4.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment. Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the applicable Scheduled Value for such Disease Level set forth in Section 4.3(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the Maximum Annual Payment, the Claims Payment Ratio and the Payment Percentage, if any. Notwithstanding anything contained herein, Lung Cancer 2 (Disease Level V), Secondary Exposure, Exigent, Extraordinary and Foreign Claims, as defined below, may only be liquidated pursuant to the Individual Review Process described in Section 4.3(b) below.

4.3(a)(2) Claims Processing Under Expedited Review. All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the proof of claim form adopted by the NARCO Asbestos Trust. As an eligible proof of claim form is reached in the relevant processing queue, the NARCO Asbestos Trust shall: (1) determine whether the claim described therein meets the Medical/Exposure Criteria for one of the six Disease Levels eligible for Expedited Review, and, if it does, determine its Scheduled Value; and (2) advise the claimant of its determination. If the NARCO Asbestos Trust determines that a

claimant should be offered the Scheduled Value, the NARCO Asbestos Trust shall tender to the claimant an offer of payment of the determined Scheduled Value, together with a form of release approved by the NARCO Asbestos Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the relevant payment queue, following which the Trust shall disburse payment subject to the limitations of the Maximum Annual Payment, Claims Payment Ratio and the Payment Percentage, if applicable.

4.3(a)(3) Disease Levels, Scheduled Values, and

Medical/Exposure Criteria. The seven Disease Levels covered by this NARCO Asbestos TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six Disease Levels eligible for Expedited Review are set forth below. Because claimants seeking recovery from the NARCO Asbestos Trust who fall within Disease Level V may not undergo Expedited Review and must undergo Individual Review, no Scheduled Value is provided.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	\$75,000	(1) Diagnosis ² of mesothelioma; and (2) the requisite ³ evidence of exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors.
Lung Cancer 1 (Level VI)	\$18,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos Related Nonmalignant Disease ⁴ ,

² The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 4.7 below.

³ “**Requisite evidence of exposure**” means evidence which satisfies all of the criteria of Section 4.7(b) below.

⁴ Evidence of “**Bilateral Asbestos-Related Nonmalignant Disease**” for purposes of meeting the criteria for establishing Disease Levels I, II, IV and VI, means either (i) a chest X-ray read by a NIOSH certified B reader of 1/0 or higher on the ILO scale or (ii) (x) a chest X-ray read by a NIOSH certified B reader, (y) a CT scan read by a qualified physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Solely for claims filed against NARCO,

		(2) the requisite evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors, (3) Significant Occupational Exposure to asbestos, ⁵ and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level V)	None	(1) Diagnosis of a primary lung cancer; (2) the requisite evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
		Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer (Level VI) claims. All claims in this Disease Level will be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$15,000, with such awards capped at \$50,000, unless the claim qualifies for Extraordinary Claim treatment (discussed in Section 4.4(a) below).

Honeywell, or another asbestos defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a qualified physician, or (ii) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, IV, and VI. Pathological evidence of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, "Asbestos-associated Diseases," Vol.106, No. 11, App. 3 (October 8, 1982).

⁵ "Significant Occupational Exposure" is defined in Section 4.7(b)(2) below.

Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a Smoker.⁶ In any event, no presumption of validity will be available for any claims in this category.

Other Cancer (Level IV) \$9,000

(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) the requisite evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors, (3) Significant Occupational Exposure, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.

Severe Asbestosis (Level III) \$18,000

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% plus FEV1/FVC ratio greater than

⁶ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the NARCO Asbestos Trust. In such a case, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Values for Lung Cancer 1 (Level VI) shown above. “**Non-Smoker**” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

65%, (2) the requisite evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/Pleural
Disease (Level II)

\$ 7,500

(1)(a) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (b) TLC less than 80%, or FVC less than 80% plus FEV1/FVC ratio greater than or equal to 65%, and (2) the requisite evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Other Asbestos Disease
(Level I)

\$ 1,200

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, (2) the requisite evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors, and (3) five years cumulative occupational exposure to asbestos.

4.3(b) Individual Review Process.

4.3(b)(1) Individual Review Process Application. The NARCO Asbestos Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of a NARCO Asbestos Trust Claim, which meets the presumptive Medical/Exposure Criteria for Disease Levels III –VII where the claimant has extenuating circumstances that he or she believes warrant a liquidated value above the applicable Scheduled Value.

Claims that do not meet the presumptive Medical Criteria for a Disease Level set forth above, but that do involve a significant asbestos-related medical condition, may also undergo Individual Review upon submission by the claimant of a physician's report describing the claimant's medical condition in detail, together with such other supporting evidence, such as findings of experts, that establishes the existence of the medical condition. For example, a significant medical condition would include any asbestos-related medical condition which caused or contributed to the death of the claimant and/or for which surgery has been or will be required, as well as an asbestos-related medical condition such as significant pleural encasement or Cor Pulmonale. Such claimants must still submit requisite evidence of exposure.

Any dispute between a claimant and the NARCO Asbestos Trust as to the existence and/or significance of the claimant's asbestos-related medical condition shall be subject to arbitration pursuant to Section 4.10 below, which process may include further review of the claim by an independent panel of medical experts, and litigation in the tort system pursuant to Section 4.11 below. In the event that the claimant establishes a significant asbestos-related medical condition pursuant to this provision, the claimant shall be paid the Scheduled Value for the most comparable Disease Level set forth above. The NARCO Asbestos Trust may

offer up to the Maximum Value for the most comparable Disease Level under Section 4.4(a) to such claimants who qualify under Section 4.4(a) for treatment as Extraordinary Claims.

The Individual Review Process is intended to result in payments equal to the full liquidated value for each qualifying claim; however, the liquidated value of any NARCO Asbestos Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels III – VII shall not exceed the applicable Maximum Value for the relevant Disease Level set forth in Section 4.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 4.4(a) below, in which case its liquidated value cannot exceed the applicable maximum extraordinary value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants who undergo the Individual Review Process will necessarily be paid the liquidated value of their NARCO Asbestos Trust Claims later than would have been the case had the claimant elected or been eligible for the Expedited Review Process.

In reviewing Foreign Claims, the NARCO Asbestos Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 4.3(b)(2) below. The NARCO Asbestos Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction as well as the other valuation factors set forth in Section 4.3(b)(2) below. Because NARCO Asbestos Trust Claims of individuals exposed in Canada who were resident in Canada when such claims were filed were routinely litigated and resolved in the courts of the United States, and because the resolution history of these claims has been included

in developing the Expedited Review Process, such claims will not be considered Foreign Claims hereunder and will be eligible for liquidation under the Expedited Review Process.⁷

A “**Foreign Claim**,” therefore, is a NARCO Asbestos Trust Claim with respect to which the claimant’s exposure to an asbestos-containing product for which NARCO has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

For purposes of the Individual Review Process for Foreign Claims, the Trustees, with the consent of the NARCO Asbestos TAC, Honeywell and the NARCO Asbestos Future Claimants Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the NARCO Asbestos Trust; provided however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this NARCO Asbestos TDP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the NARCO Asbestos Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustees, with the consent of the NARCO Asbestos TAC, Honeywell, and the NARCO Asbestos Future Claimants Representative, may also establish a separate valuation matrix for any such claims based on that data.

The medical/exposure evidence relating to Foreign Claims shall be processed and reviewed, and the liquidated value of such claims shall be determined, only

⁷ Foreign claims may only be considered through the Individual Review Process.

pursuant to the Individual Review Process. Foreign Claims liquidated through Individual Review shall not be considered by the Trustees in determining the Trust's adherence to Average Values.

4.3(b)(2) Valuation Factors to be Considered in Individual

Review. The NARCO Asbestos Trust shall liquidate the value of each Individual Review claim based on factors that affect the severity of damages and values within the tort system including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; provided, however, that all claimants, including those that choose the Individual Review Process, must provide requisite evidence of occupational exposure to a specific asbestos-containing product manufactured, sold or distributed by NARCO or its predecessors; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by asbestos exposure, including exposure to asbestos-containing products manufactured or distributed by NARCO or its predecessors (for example, alternative causes, type of medical evidence, and type of documentation of injuries); (iv) the industry of exposure and other factors discussed in Section 4.7(b) below, including whether NARCO's business records demonstrate the presence of a specific NARCO asbestos-containing product at the claimant's jobsite; and (v) settlements and verdicts and the claimant's and other law firms' experience in the Claimant's Jurisdiction (as defined below) for similarly situated claims only.

For these purposes, the "**Claimant's Jurisdiction**" is the jurisdiction in which the claimant's complaint specifically naming NARCO and/or Honeywell was pending (if

at all) against NARCO or Honeywell in the tort system prior to the Petition Date. If the claim was not pending against NARCO and/or Honeywell as a named party in the tort system prior to the Petition Date, the Claimant's Jurisdiction is either (i) the jurisdiction in which the claimant was allegedly exposed to a NARCO asbestos-containing product, or (ii) the jurisdiction in which the claimant resides at the time the claim is filed with the NARCO Asbestos Trust. The NARCO Asbestos Trust shall also take the quality and persuasiveness of the claimant's exposure evidence into account in reaching any liquidated value for each claim liquidated through the Individual Review Process.

With respect to the Claimant's Jurisdiction, in the event a personal representative or authorized agent makes a claim under the NARCO Asbestos TDP for wrongful death arising under the Alabama Wrongful Death Statute with respect to which the Claimant's Jurisdiction as defined above could only be the State of Alabama, the Claimant's Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant's damages shall be evaluated by the NARCO Asbestos Trust pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to this Section 4.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the NARCO Asbestos Trust and the claimant.

4.3(b)(3) Average Values and Maximum Values. The Average Values and Maximum Values for all claims involving Disease Levels III-VII that are not Extraordinary Claims as defined in Section 4.4(a) below are the following:

<u>Scheduled Disease</u>	<u>Scheduled Values</u>	<u>Average Value</u> ⁸	<u>Maximum Value</u>
Mesothelioma (Level VII)	\$75,000	\$200,000	\$1,000,000
Lung Cancer 1 (Level VI)	\$18,000	\$50,000	\$200,000
Lung Cancer 2 (Level V)	None	\$15,000	\$50,000
Other Cancer (Level IV)	\$ 9,000	\$25,000	\$100,000
Severe Asbestosis (Level III)	\$18,000	\$50,000	\$100,000
Asbestosis/Pleural Disease (Level II)	\$ 7,500	None	None
Other Asbestosis Disease (Level I)	\$ 1,200	None	None

4.3(b)(4) Claims Processing Under Individual Review. At the conclusion of the Individual Review Process, the NARCO Asbestos Trust shall: (1) determine the liquidated value, if any, of the claim; and (2) advise the claimant of its determination. If the NARCO Asbestos Trust establishes a liquidated value, it shall tender to the claimant an offer of payment of the aforementioned determined value, together with a form of release approved by the NARCO Asbestos Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the appropriate payment queue, following which the NARCO Asbestos Trust shall disburse payment subject to the limitations of the Maximum Annual Payment, Claims Payment Ratio and applicable Payment Percentage, if any.

4.4 Categorizing Claims as Extraordinary and/or Exigent.

4.4(a) Extraordinary Claims. “Extraordinary Claim” means a NARCO Asbestos Trust Claim that otherwise satisfies the Medical/Exposure Criteria for Disease

⁸ The Trustees, in evaluating these NARCO Asbestos Trust Claims, shall use their best efforts such that the amounts offered through Individual Review for each Disease Level shall annually arithmetically average the “Average Value” per claim set forth herein. However, in making the determination of whether the amounts offered for claims processed through Individual Review arithmetically average such “Average Value,” the NARCO Asbestos Trust shall exclude from its computations any amounts that were at or below the Scheduled Value for the relevant Disease Levels of such claims, but shall include all amounts awarded to claimants pursuant to the arbitration procedures described in Section 4.10 below.

Levels III- VII, and that is held by a claimant whose exposure to asbestos (i) occurred primarily as a result of working in a manufacturing facility of NARCO or its predecessors during a period in which NARCO was manufacturing asbestos containing products at that facility, provided that the claim is a tort claim that is not otherwise barred pursuant to a statutory workers' compensation program, or (ii) was at least 75% the result of exposure to a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of three (3) times the applicable Maximum Value for claims qualifying for Disease Levels III – VII. An Extraordinary Claim, following its liquidation, shall be placed in the appropriate payment queue ahead of all other liquidated claims payable except Exigent Claims, as defined in Section 4.4 below, subject to the Maximum Annual Payment, Claims Payment Ratio, and Payment Percentage, if any described above.

4.4(b) Exigent Claims. At any time the NARCO Asbestos Trust may liquidate and pay certain NARCO Asbestos Trust Claims that qualify as Exigent Health and Hardship Claims, as defined below (collectively, “**Exigent Claims**”). Such claims shall be considered separately under the Individual Review Process no matter what the order of processing otherwise would have been under this NARCO Asbestos TDP, subject to the application of the Claims Payment Ratio set forth in Section 2.4. An Exigent Claim, following its liquidation, shall be placed at the head of the appropriate payment queue for purposes of payment, subject to the Maximum Annual Payment, the Claims Payment Ratio and the applicable Payment Percentage, if any, described above.

4.4(b)(1) Exigent Health Claims. A claim qualifies as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV-VII), and the claimant provides a declaration or affidavit made under penalty of perjury by a physician who has examined the claimant within one hundred twenty (120) days of the date of declaration or affidavit in which the physician states (a) that there is substantial medical doubt that the claimant will survive beyond six months from the date of the declaration or affidavit, and (b) that the claimant's terminal condition is caused by the relevant asbestos-related disease.

4.4(b)(2) Exigent Hardship Claims. A NARCO Asbestos Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV-VII), and the NARCO Asbestos Trust, in its sole discretion, determines (a) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (b) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

4.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant shall seek Individual Review of his or her claim pursuant to Section 4.3(b) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this NARCO Asbestos TDP that would have been applicable had that person filed a direct claim against the NARCO Asbestos Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the seven Disease Levels described in Section 4.3(a)(3) above, that his or her asbestos-related

disease was caused by exposure through the occupationally exposed person to asbestos containing product produced by NARCO or its predecessors, and that his or her exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to NARCO product. The proof of claim form to be adopted by the NARCO Asbestos Trust shall contain an additional section for such Secondary Exposure Claims. All other liquidation and payment rights and limitations under this NARCO Asbestos TDP shall be applicable to such claims.

4.6 Indirect NARCO Asbestos Trust Claims. Indirect NARCO Asbestos Trust Claims, (i.e., Indirect Asbestos Trust Claims asserted against the NARCO Asbestos Trust) shall be treated as presumptively valid and paid by the NARCO Asbestos Trust, subject to the Maximum Annual Payment, Claims Payment Ratio, and the applicable Payment Percentage, if any, if (a) such claim satisfied the requirements of the Bar Date established by the Bankruptcy Court for NARCO claims, if applicable, and is not otherwise disallowed by Section 502(e) or subordinated by Section 509(c) of the Code, and (b) the holder of such claim (the “**Indirect Asbestos Trust Claimant**”) establishes to the satisfaction of the Trustees that (i) the Indirect Asbestos Trust Claimant has paid in full the liability and obligations of the NARCO Asbestos Trust to the individual to whom the NARCO Asbestos Trust would otherwise have had a liability or obligation under this NARCO Asbestos TDP (the “**Direct Claimant**”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the NARCO Asbestos Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Asbestos Trust Claimant have any rights against the NARCO Asbestos Trust superior to the rights of the related Direct Claimant against the NARCO Asbestos Trust, including any rights with respect to the

timing, amount or manner of payment. In addition, no Indirect NARCO Asbestos Trust Claim may be liquidated or paid in an amount that exceeds what the Indirect Asbestos Trust Claimant has actually paid the Direct Claimant.

To establish a presumptively valid Indirect NARCO Asbestos Trust Claim, the Indirect Asbestos Trust Claimant's aggregate liability for the Direct Claimant's claim must also have been fixed, liquidated and paid fully by the Indirect Asbestos Trust Claimant by settlement (with an appropriate full release in favor of the NARCO Asbestos Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Asbestos Trust Claimant has paid the claim of a Direct Claimant against the NARCO Asbestos Trust under applicable law by way of a settlement, the Indirect Asbestos Trust Claimant shall obtain for the benefit of the NARCO Asbestos Trust a release in form and substance satisfactory to the Trustees.

If an Indirect Asbestos Trust Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Asbestos Trust Claimant provide the NARCO Asbestos Trust with a full release of the Direct Claimant's claim, the Indirect Asbestos Trust Claimant may request that the NARCO Asbestos Trust review the Indirect NARCO Asbestos Trust Claim under its Individual Review Process to determine whether the Indirect Asbestos Trust Claimant can establish under applicable state law that the Indirect Asbestos Trust Claimant has paid a liability or obligation that the NARCO Asbestos Trust would otherwise have to the Direct Claimant under this NARCO Asbestos TDP. If the Indirect Asbestos Trust Claimant can show that it has paid such a liability or obligation, the NARCO Asbestos Trust shall reimburse the Indirect Asbestos Trust Claimant the amount of the liability or obligation so satisfied, times the then applicable Payment Percentage, if any. However, in no event shall such

reimbursement to the Indirect Asbestos Trust Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled under this NARCO Asbestos TDP. Further, the liquidated value of any Indirect NARCO Asbestos Trust Claim paid by the NARCO Asbestos Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any NARCO Asbestos Trust Claim that might be subsequently asserted by the Direct Claimant against the NARCO Asbestos Trust.

The NARCO Asbestos Trust shall also process, liquidate and pay Indirect NARCO Asbestos Trust Claims that have been specifically channeled to the NARCO Asbestos Trust pursuant to express provisions of the Plan. In such a case, the NARCO Asbestos Trust shall consider the particular contract or other legal basis upon which the claim has been asserted, as well as whether the claim has been channeled to the NARCO Asbestos Trust under the terms of the Plan. If the NARCO Asbestos Trust determines that the claim is valid, the NARCO Asbestos Trust shall pay the Indirect Asbestos Trust Claimant the full liquidated value of the claim, multiplied by the applicable Payment Percentage, if any. All payments of Indirect NARCO Asbestos Trust Claims shall be subject to the Maximum Annual Payment and the Claims Payment Ratio.

Any dispute between the NARCO Asbestos Trust and an Indirect Asbestos Trust Claimant over whether the Indirect Asbestos Trust Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR procedures provided in Section 4.10 below. If such dispute is not resolved by said ADR procedures, the Indirect Asbestos Trust Claimant may litigate the dispute in the tort system pursuant to Sections 4.11 and 6.6 below.

The Trustees may develop and approve a separate proof of claim form for Indirect NARCO Asbestos Trust Claims. Indirect NARCO Asbestos Trust Claims that have not been

disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustees consistent with the provisions of this Section 4.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the NARCO Asbestos Trust would have afforded the holders of the underlying valid NARCO Asbestos Trust Claims. Nothing in this NARCO Asbestos TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect NARCO Asbestos Trust Claim against the NARCO Asbestos Trust subject to the requirements set forth herein.

4.7 Evidentiary Requirements.

4.7(a) Medical Evidence.

4.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician that a claimant's disease is "consistent with" or "compatible with" asbestosis will not alone be treated by the NARCO Asbestos Trust as a diagnosis.

4.7(a)(1)(A) Disease Levels I-III. Except for claims filed against NARCO or Honeywell and claims filed against other defendants in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I-III) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of

the asbestos-related disease. In addition, all living claimants must provide (i) for Disease Levels I-II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4 above); (ii) for Disease Level III, an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iii) for Disease Levels II and III, pulmonary function testing.

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I-III) shall be based on (i) either (a) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; (b) pathological evidence of the non-malignant asbestos-related disease; or (c) in the case of Disease Levels I-II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4 above) and for Disease Level III, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (ii) for either Disease Level II or III, pulmonary function testing.⁹

4.7(a)(1)(B) Disease Levels IV-VII. All diagnoses of an asbestos-related malignancy (Disease Levels IV – VII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis, or (ii) on a diagnosis of such a malignant Disease Level by a board-certified pathologist.

4.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If the holder of a NARCO Asbestos Trust Claim that was filed against NARCO or Honeywell, or any other defendant in the tort system prior to the Petition Date, has not provided the NARCO Asbestos Trust with a diagnosis of the asbestos-related disease by a physician who conducted a physical examination of the holder as described in Sections

⁹ All diagnoses of Asbestos/Pleural Disease (Disease Level I) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VII) shall be presumed to be based on findings that the disease involves a malignancy. However, the NARCO Asbestos Trust may rebut such presumptions.

4.7(a)(1)(A) and 4.7(a)(1)(B) above, but the holder has available such a diagnosis by an examining physician engaged by the holder, or if the holder has filed such a diagnosis with another asbestos-related personal injury settlement trust that requires such evidence, the holder shall provide such diagnosis to the NARCO Asbestos Trust notwithstanding the exceptions in Sections 4.7(a)(1)(A) and 4.7(a)(1)(B).

4.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the NARCO Asbestos Trust must have reasonable confidence that the medical evidence provided in support of the claim is competent medical evidence of an asbestos-related injury that is credible and consistent with recognized medical standards. The NARCO Asbestos Trust may require the submission of x-rays, and may require the submission of detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence. The NARCO Asbestos Trust may also require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedure to assure that such evidence is reliable.

Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial; (ii) that is consistent with evidence submitted to NARCO or Honeywell to settle similar disease cases prior to the Petition Date; or (iii) that is a diagnosis by a physician shown to have been previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge using the same methodology and standard is presumptively reliable, although the NARCO Asbestos Trust may seek to rebut the presumption. Claimants who otherwise meet the requirements of this NARCO Asbestos TDP for payment of a NARCO Asbestos Trust Claim shall be evaluated without regard to the results of any litigation between the claimants and any other defendant in the tort system.

Any relevant evidence submitted in a proceeding in the tort system (exclusive of findings of fact, a verdict or judgment), may be introduced by the claimant or the NARCO Asbestos Trust in any Individual Review Process conducted pursuant to Section 4.3(b) or any Extraordinary Claim proceeding conducted pursuant to Section 4.4(a).

4.7(b) Exposure Evidence

4.7(b)(1) In General. As set forth in Section 4.3(a)(3) above, to qualify for any Disease Level, the claimant must submit requisite evidence of exposure to a specific asbestos-containing product manufactured, sold or distributed by NARCO or its predecessors, which includes demonstrating both the presence of such products at a particular site at a particular time and the claimant's occupational exposure to that product. (If the claim is for secondary exposure, the claimant must demonstrate the occupational exposure of the person, such as a family member, through whom the claimant was exposed.)

Claims based on conspiracy theories that involve no exposure to an asbestos-containing product produced by NARCO or its predecessors are not compensable under this NARCO Asbestos TDP. In order to demonstrate that a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors was present at a site, a claimant must either: a) submit competent evidence that he or she worked at a site on the Worksite List, attached as Attachment B, during the identified period of time¹⁰; or, b) submit credible evidence

¹⁰ The "**Worksite List**" attached to this TDP is composed of sites that were either (1) included on the draft of the Worksite List acceptable to Honeywell as of February 23, 2005; or (2) locations at which both plaintiffs alleged, before the Petition Date in the tort system, that NARCO asbestos-containing product was present, and as to which NARCO, prior to the Petition Date, settled claims based upon the allegations of exposure at that location. The Worksite List acceptable to Honeywell as of February 23, 2005 sets forth the applicable date range for each site. The date range associated with each other site on the Worksite List is the earliest date of alleged NARCO exposure at a given site which NARCO settled pre-petition. The last date associated with each site is either the latest date of alleged NARCO exposure at that site which NARCO settled pre-petition plus ninety (90) days, or October 31, 1980. The "Worksite List" may be modified by the agreement of the NARCO Asbestos Trust Trustees, the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell, consistent with the consent provisions of the NARCO Asbestos Trust Agreement, including Section 3.2(e).

(the foundation of which is established), that a specific asbestos-containing product manufactured or distributed by NARCO or its predecessors was present at a worksite at which the claimant was employed. In order to demonstrate exposure to the NARCO asbestos-containing product at the relevant site, a claimant must submit competent evidence that he or she worked on a regular basis with the NARCO asbestos containing product or worked on a regular basis in close proximity to workers engaged in the activities set forth in Section 4.7(b)(2)(a) through (c).

4.7(b)(2) Significant Occupational Exposure. “**Significant Occupational Exposure**” means employment for a cumulative period of at least five years prior to December 1986 in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) installed, altered, repaired, removed, or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) or (c). There is presumptive Significant Occupational Exposure, provided the durational requirements set forth in the preceding sentence are met, for furnace construction and repair-related occupations in the iron, steel, aluminum, and glass manufacturing and electric power production industries.

4.7(b)(3) Exposure Evidence. The NARCO Asbestos Trust may consider as evidence an affidavit of the claimant, an affidavit of one or more Co-workers¹¹

¹¹ As used herein, “**Co-worker**” shall mean one or more individuals who provide competent sworn testimony (i) that the claimant worked with or around refractory products and (ii) that asbestos-containing products manufactured or distributed by NARCO were present at the worksite during the relevant period. A Co-worker's affidavit must provide evidence sufficient to show that the Co-worker meets this definition.

or the affidavit of a family member in the case of a deceased claimant, depositions, sworn interrogatory answers, invoices, construction or similar records, or other competent evidence. The NARCO Asbestos Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary. In evaluating exposure evidence, the NARCO Asbestos Trust shall take into account any precedent set as a result of arbitration under Section 4.10 below, as well as the following factors:

(A) Industry/Occupation: NARCO had a specialized product line, manufacturing and distributing refractory products, for use in high heat applications. Because of the specialized nature and use of NARCO asbestos-containing product, the NARCO Asbestos Trust shall consider that there is a limited universe of occupations in a similarly limited range of industries in which claimants are likely to have been either directly or indirectly exposed to NARCO or its predecessors' asbestos-containing refractory products.

(B) Type of Industrial Exposure: The NARCO Asbestos Trust shall consider the lesser exposure to a NARCO asbestos-containing product of claimants with mixed industrial exposures. A claimant will have a "mixed industrial exposure" where he or she worked for some period of time in an industry where refractory products were typically used and in an occupation where direct or indirect exposure to such products was likely, and also worked for some period of time in an industry where exposure to non-refractory asbestos-containing products was likely.

4.8 Claims Audit Program.

4.8(a) The NARCO Asbestos Trust Claims Audit Program. The NARCO Asbestos Trust, with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays and verification of

pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products manufactured, sold or distributed by NARCO or its predecessors. The NARCO Asbestos Trust may also conduct random or other audits to verify medical and exposure information submitted in connection with this NARCO Asbestos TDP. In the event that NARCO Asbestos Trust concludes that an individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the NARCO Asbestos Trust, the NARCO Asbestos Trust may decline to accept additional evidence from such provider. Further, in the event an audit reveals any instance of fraud or submission of fraudulent information, the NARCO Asbestos Trust may penalize any claimant or claimant's attorney by disallowing the NARCO Asbestos Trust Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' NARCO Asbestos Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

4.8(b) Honeywell Audit Rights. Honeywell shall, at its sole discretion and expense, be entitled to audit and review all aspects of the NARCO Asbestos Trust, including but not limited to its operations, claims processing procedures, and results. The NARCO Asbestos Trust shall provide to Honeywell, at Honeywell's sole discretion and expense, such information and documentation as Honeywell requests. The NARCO Asbestos Trust shall cooperate with Honeywell in connection with any Honeywell audit, including but not limited to providing Honeywell reasonable access to the NARCO Asbestos Trust's personnel for

interviews and reasonable direct access to any computer hardware, software, or data used or maintained by the NARCO Asbestos Trust. Honeywell may – and shall be entitled to as part of its audit rights – make recommendations to the NARCO Asbestos Trust, the NARCO Asbestos TAC and the NARCO Asbestos Future Claimants Representative concerning the NARCO Asbestos Trust, including but not limited to the NARCO Asbestos Trust’s claims processing operations. Any disputes between the NARCO Asbestos Trust, the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative and/or Honeywell arising pursuant to recommendations Honeywell makes shall be subject to the dispute resolution procedures set forth in Section 8.14 of the NARCO Asbestos Trust Agreement.

4.9 Second Disease Claims. The holder of a claim involving a non-malignant asbestos-related disease (Disease Levels I – III) may file a new claim for a malignant disease (Disease Levels IV – VII) that is diagnosed subsequent to resolution of the claimant's initial claim. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease. The holder of a claim involving a non-malignant asbestos-related disease that qualified and was paid as Disease Level I may file a new claim for compensation as Disease Level II or III, if the claimant's medical circumstances have changed since payment of the first claim such that he or she qualifies under Disease Level II or III. Any additional payments to which these claimants may be entitled shall be reduced by the amount already paid to the claimant by the NARCO Asbestos Trust.

4.10 Arbitration.

4.10(a) Establishment of Arbitration Procedures. The NARCO Asbestos Trust, with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell, shall institute binding and non-binding arbitration

procedures for resolving disputes concerning whether the NARCO Asbestos Trust's denial of a claim was proper, and/or whether the claimant's medical condition or exposure history for any claim involving Disease Levels I – VII meet the requirements of this NARCO Asbestos TDP. Binding and non-binding arbitration shall also be available for resolving disputes over (i) the liquidated value of a claim involving Disease Levels III – VII, and (ii) whether a claim is a Pre-Established Claim pursuant to Section 4.2 above, and, if so, the amount of its liquidated value. Unless otherwise specified by this NARCO Asbestos TDP, preponderance of the evidence shall be the applicable evidentiary standard for all arbitrations under this NARCO Asbestos TDP.

In all claims arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Sections 4.3(a)(3) and 4.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels III – VII, the arbitrator shall consider the same valuation factors that are set forth in Sections 4.3(b)(2) and 4.7 above. With respect to all claims eligible for arbitration, the claimant, but not the NARCO Asbestos Trust, may elect either non-binding or binding arbitration; however, the procedures to be followed for either type of arbitration are those adopted as set forth in Attachment A hereto. These procedures may be modified by the NARCO Asbestos Trust with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell.

4.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue. Individual Review will be treated as completed for these purposes when the claim has been reviewed by the NARCO Asbestos Trust, the NARCO Asbestos Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the NARCO Asbestos Trust of the rejection in writing. Individual

Review shall also be treated as completed if the claim has gone through Individual Review and the NARCO Asbestos Trust has rejected the claim.

4.10(c) Claims Arbitration. The claims of one or more claimants may not be aggregated for purposes of arbitration and each individual claimant's arbitration shall be treated for all purposes as a separate action. Moreover, to the extent the arbitrator's award is equal to or less than the amount initially offered to the claimant by the NARCO Asbestos Trust, the amount to be paid to the claimant by the NARCO Asbestos Trust shall be reduced by the costs incurred by the NARCO Asbestos Trust in connection with the arbitration.

4.10(d) Limitations on and Payment of Arbitration Awards. In the case of a non-Extraordinary Claim involving Disease Level I or II, the arbitrator shall not return an award in excess of the Scheduled Value for that Disease Level as set forth in Section 4.3(b)(3). In the case of a non-Extraordinary Claim involving Disease Levels III -VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as provided for by Section 4.3(b)(3) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as provided for by Section 4.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Trust's original valuation of the claim.

4.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to enter the tort system pursuant to Section 6.6 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the NARCO Asbestos Trust's available cash only as provided in Section 6.7 below.

SECTION V

Claims Materials

5.1 Claims Materials. The NARCO Asbestos Trust shall prepare suitable and efficient claims materials (“**Claims Materials**”) for all NARCO Asbestos Trust Claims, including Pre-Established Claims that are required to submit a proof of claim form pursuant to Section 4.2(a) hereof, and shall provide such Claims Materials upon a written request for such materials to the NARCO Asbestos Trust. The proof of claim form to be submitted to the NARCO Asbestos Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim forms shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the NARCO Asbestos Trust shall evaluate whether it can provide claimants with the opportunity to utilize currently available technology, including filing claims and supporting documentation through web-based systems, the internet and/or electronic media. The proof of claim forms may be changed and the foregoing alternative procedures for electronic claims submission may be adopted by the NARCO Asbestos Trust with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell.

5.2 Content of Claims Materials. The Claims Materials shall include a copy of this NARCO Asbestos TDP, such instructions as the Trustees shall approve, and a proof of claim form. If feasible, the forms used by the NARCO Asbestos Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. The NARCO Asbestos Trust may also obtain information concerning a claimant or his or her claims from any other asbestos claims resolution organization, including

from electronic databases maintained by said organizations. However, the NARCO Asbestos Trust shall advise the claimant of its intention to gather information concerning the claimant from such other organization and may do so in the absence of a timely written objection from the claimant. The claimant may elect, but will not be required, to provide the NARCO Asbestos Trust with evidence of recovery from other asbestos claims resolution organizations. If requested by the claimant, if capable of doing so efficiently and if procedures to this effect have been adopted by the NARCO Asbestos Trust pursuant to Section 5.1, above, the NARCO Asbestos Trust shall accept information provided electronically.

5.3 Withdrawal or Deferral of Claims. A claimant can withdraw a NARCO Asbestos Trust Claim at any time upon written notice to the NARCO Asbestos Trust and file another claim subsequently without affecting the status of the claim for statute of limitations and repose purposes, but any such claim filed after withdrawal shall be given a place in the appropriate processing queue based upon the date of such subsequent filing. Except for claims held by representatives of deceased or incompetent claimants as set forth in Section 4.1(c) above, a claim will be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the NARCO Asbestos Trust's offer of payment or rejection of the claim. Upon written request and good cause, the NARCO Asbestos Trust may, in its sole discretion, extend this period for an additional six (6) months.

A claimant may also request that the processing of his or her NARCO Asbestos Trust Claim be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the appropriate processing queue, if feasible. During the period of such

deferral, interest on such claimant's NARCO Asbestos Trust Claim, as provided in Section 6.5 hereunder, shall not accrue and payment thereof shall be deemed waived by the claimant.

5.4 Filing Requirements and Fees. The Trustees shall have the discretion to determine, with the consent of the NARCO Asbestos TAC, Honeywell and the NARCO Asbestos Future Claimants Representative, (a) whether a claimant must have previously filed the claim in the tort system to be eligible to file the claim with the NARCO Asbestos Trust and (b) whether a filing fee should be required for any NARCO Asbestos Trust claims.

SECTION VI

General Guidelines for Liquidating and Paying Claims

6.1 Showing Required. To establish a valid NARCO Asbestos Trust Claim, a claimant must meet the requirements set forth in this NARCO Asbestos TDP. The NARCO Asbestos Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the NARCO Asbestos Trust Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable. All deadlines established herein shall be extended by a period commensurate with the time which elapses between the NARCO Asbestos Trust's request for additional information and the date the information or evidence is submitted by the claimant.

6.2 Costs Considered. Notwithstanding any provisions of this NARCO Asbestos TDP to the contrary, the Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid NARCO Asbestos Trust Claims so that the payment of valid NARCO Asbestos Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical or exposure evidence supporting a NARCO Asbestos

Trust Claim. The Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the NARCO Asbestos Trust so that valid NARCO Asbestos Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustees, in appropriate circumstances, from contesting the validity of any claim against the NARCO Asbestos Trust whatever the costs, or to decline to accept medical or exposure evidence from sources that the Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 4.8 above or otherwise.

6.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the Annual Contribution Claims Fund Processing and Payment Queues discussed above, as well as the Maximum Annual Payment, Payment Percentage, and Claims Payment Ratio requirements set forth above, the Trustees shall proceed as quickly as possible to liquidate valid NARCO Asbestos Trust Claims, and shall make payments to holders of such claims in accordance with this NARCO Asbestos TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the NARCO Asbestos Trust's decisions about payments must be based on estimates that cannot be done precisely, payments may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the NARCO Asbestos Trust, the established allocation of funds to NARCO Asbestos Trust Claims in Categories A and B, and the practical limitations imposed by the inability to predict the future

with precision. In the event that the NARCO Asbestos Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell, suspend the normal order of payment and may temporarily limit or suspend payments altogether.

6.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated NARCO Asbestos Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages will be payable with respect to any claim litigated against the NARCO Asbestos Trust in the tort system pursuant to Sections 4.11 above and 6.6 below. The only damages that may be awarded pursuant to this NARCO Asbestos TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to Pennsylvania's choice of law principles. The choice of law provision in Section 7.4 herein applicable to any Claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 4.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the NARCO Asbestos Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 6.6.

6.5 Interest. The NARCO Asbestos Trust shall pay interest on all NARCO Asbestos Trust Claims where a determination of a claim's liquidated value has been delayed for reasons unrelated to the adequacy of the claimant's claim submission or a deferral by the

claimant under Section 5.3 above, as follows: (i) for claims qualifying for Disease Level VII, interest shall begin to accrue on the date two (2) years following the claimant's filing of the claim with the NARCO Asbestos Trust; and (ii) for claims qualifying for all other Disease Levels, interest shall begin to accrue on the date five (5) years following the claimant's filing of the claim with the NARCO Asbestos Trust. Interest shall be simple and shall accrue at the one-year U.S. Treasury Bill rate in effect on January 1 of the year in which the interest begins to accrue on the claim, said rate to be adjusted each January 1 to correspond to the one-year U.S. Treasury Bill rate.

6.6 Suits in the Tort System. If the holder of a disputed claim disagrees with the NARCO Asbestos Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, or if there is a dispute between the holder and the NARCO Asbestos Trust over whether a claim is a Pre-Established Claim, and if the holder has completed non-binding arbitration of the claim as provided in Section 4.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 4.3(b)(2) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the NARCO Asbestos Trust, all defenses which could have been asserted by NARCO, Honeywell or their respective predecessors), shall be available to both sides at trial; however, the NARCO Asbestos Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the Proof of Claim was filed, the case will be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

6.7 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the Annual Contribution Claims Fund Payment Queue or the Pre-Established Claims Fund Payment Queue, as the case may be, based on the date on which the judgment became a final, non-appealable judgment. Thereafter, the claimant shall receive from the NARCO Asbestos Trust (subject to the Payment Percentage, the Maximum Annual Payment and the Claims Payment Ratio provisions set forth above for all NARCO Asbestos Trust Claims other than Pre-Established Claims) a payment of the judgment that does not exceed the lesser of the judgment amount or double the amount of an affirmative award by the arbitrator in the proceedings pursuant to Section 4.10 relating to that claim. If the claimant's judgment exceeds the amount of the arbitral award, then the NARCO Asbestos Trust shall be additionally obligated to pay the claimant his or her statutory costs incurred in obtaining the judgment. Under no circumstances shall interest be paid pursuant to Section 6.5 or interest be paid under otherwise applicable state law on any judgments obtained in the tort system.

6.8 Releases. The Trustees shall determine the form and substance of the releases to be provided to the NARCO Asbestos Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the NARCO Asbestos Trust. As a condition to making any payment to a claimant, the NARCO Asbestos Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant shall constitute such a release. The consent of the NARCO Asbestos TAC, Honeywell and the NARCO Asbestos Future Claimants Representative shall be required prior to the Trustees (i) adopting a

form of release and (ii) modifying any form of release that has previously been approved by the NARCO Asbestos TAC, Honeywell and the NARCO Asbestos Future Claimants Representative.

6.9 Third-Party Services. Nothing in this NARCO Asbestos TDP shall preclude the NARCO Asbestos Trust from contracting with another asbestos claims resolution organization to provide services to the NARCO Asbestos Trust so long as decisions about the categorization and liquidated value of NARCO Asbestos Trust Claims are based on the relevant provisions of this NARCO Asbestos TDP, including the Diseases Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

6.10 NARCO Asbestos Trust Disclosure of Information. Periodically, but not less often than once a year, the NARCO Asbestos Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved by Expedited or Individual Review and by arbitration as well as by trial indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VII

Miscellaneous

7.1 Amendments. Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this NARCO Asbestos TDP (including, without limitation, amendments to conform this NARCO Asbestos TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell pursuant to the Consent Process set forth in Section 8.1(b) of the NARCO Asbestos Trust Agreement.

7.2 Adjustment to Average and Maximum Values. The Average and Maximum Values set forth in Section 4.3(b)(3) for NARCO Asbestos Trust Claims involving Disease Levels III - VII, above shall remain unchanged until three (3) years after the Effective Date. In the third year and at three year intervals thereafter, the NARCO Asbestos Trust, in consultation with the NARCO Asbestos TAC, the NARCO Asbestos Future Claimants Representative, and Honeywell, shall adjust any or each of the Average and Maximum Values, and to account for inflation or deflation, as reflected by the Consumer Price Index.

7.3 Severability. Should any provision contained in this NARCO Asbestos TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this NARCO Asbestos TDP.

7.4 Governing Law. Except for purposes of determining the liquidated value of any NARCO Asbestos Trust Claim, administration of this NARCO Asbestos TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of NARCO Asbestos Trust Claims shall be the law of the Claimant's Jurisdiction as described in Section 4.3(b)(2) above in effect at the time the claim is filed.

ATTACHMENT A

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES FOR NARCO

ASBESTOS TRUST CLAIMS

By agreement of the Trustees of the NARCO Asbestos Trust, the NARCO Trust Advisory Committee, the NARCO Asbestos Future Claimants Representative and Honeywell International Inc., procedures for binding and non-binding arbitration under Section 4.10 of the NARCO Asbestos TDP will be adopted with the consent of the above named entities following the Effective Date. Upon adoption, the procedures will become Attachment A of the NARCO Asbestos TDP and published by the NARCO Asbestos Trust.

ATTACHMENT B

NARCO WORKSITE LIST

**Final List of Sites That Received
NARCO Asbestos-Containing Products**

Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
1/1/1967	3/31/1972	3M CHEMICAL PLANT	1400 STATE DOCKS RD.		DECATUR	AL	Baron & Budd	
11/4/1965	10/31/1980	A&P TEA CO.			BROCKPORT	NY		√
1/1/1963	3/31/1981	ABEX RAILROAD EQUIPMENT MANUFACTURING PLANT	2300 S FREEWAY (81004)		PUEBLO	CO	Silber Pearlman	
1/1/1964	3/31/1966	ACBO ALUMINUM AND BRASS PLANT	5235 GRIGGS ROAD		HOUSTON	TX	Hissey	
1/1/1972	3/31/1977	ADDSCO	660 Dunlap Drive (36602)		MOBILE	AL	Baron & Budd	
1/1/1956	3/31/1964	AG CHEMICAL PLANT	602 COPPER ROAD		FREEPORT	TX	Hissey	
7/22/1969	10/31/1980	AINSBROOKE KNITTING			WARSAW	NY		√
1/1/1971	3/31/1981	AITKEN PLANT	4920 AIRLINE DRIVE (77022)		HOUSTON	TX	Silber Pearlman	
1/1/1975	3/31/1979	ALABAMA DRY DOCKS	250 North Water Street (36602)		MOBILE	AL	Baron & Budd	
1/1/1963	3/31/1976	ALABAMA STATE DOCKS	State Docks Boulevard (36602)		MOBILE	AL	Baron & Budd	
1/14/1966	10/31/1980	ALAN WOOD STEEL CO.			CONSHOHOCKEN	PA		√
1/1/1963	3/31/1976	ALCOA	2048 B S. Broad Street (36615)		MOBILE	AL	Baron & Budd	
1/1/1961	3/31/1963	ALCOA ALUMINUM PLANT	STATE HWY. 35		POINT COMFORT	TX	Baron & Budd	
1/1/1963	3/31/1976	ALCOA ALUMINUM PLANT	FM 1786 OFF RTE. 79		ROCKDALE	TX	Baron & Budd	
1/1/1956	3/31/1977	ALCOA ALUMINUM PLANT	1333 HIGHWAY 270 (72105)		JONES MILL	AR	Silber Pearlman	
1/1/1956	3/31/1981	ALCOA ALUMINUM PLANT	4701 ALCOA ROAD (72011)		BAUXITE	AR	Silber Pearlman	
1/1/1956	3/31/1981	ALCOA ALUMINUM PLANT	US HIGHWAY 35 (77978)		POINT COMFORT	TX	Silber Pearlman	
1/1/1956	3/31/1981	ALCOA ALUMINUM PLANT	FM 1786 OFF RTE. 79 (76567)		ROCKDALE	TX	Silber Pearlman	
1/1/1956	3/31/1981	ALCOA ALUMINUM PLANT/REFINERY	MARKET ROAD 1786		ROCKDALE	TX	Hissey, Silber Pearlman	
10/22/1973	10/31/1980	ALDRICH CO.			WYOMING	IL		√
1/1/1961	3/31/1962	Allegheny Ludlum			Brackenridge	PA	Goldberg Persky	√
3/10/1971	10/31/1980	ALLEN REFRACTORIES CO.	3320 WINCHESTER SOUTH RD.		CANAL WINCHESTER	OH		
4/2/1970	10/31/1980	ALLEN REFRACTORIES CO.	1186 BONHAM AVE.	GROGAN YARD	COLUMBUS	OH		
1/1/1963	10/31/1980	ALLIED CHEMICAL CORP.	INDUSTRIAL CHEMICAL DIV. NORTH WORKS	12875 SCENIC HWY.	BATON ROUGE	LA	Baron & Budd	
12/2/1966	10/31/1980	ALLIED CHEMICAL CORP.	SEMET SOLVAY DIV.	6995 W. JEFFERSON AVE.	DETROIT	MI		
2/24/1967	10/31/1980	ALLIED CHEMICAL CORP.	SEMET SOLVAY DIV.		IRONTON	OH		
7/15/1969	10/31/1980	ALLIED CHEMICAL CORP.	WILPUTTE COKE OVEN DIV.		GARY	IN		
5/12/1966	10/31/1980	ALLIED CHEMICAL CORP.	SEMET SOLVAY DIV.	P.O. BOX 111	ASHLAND	KY		
3/15/1967	10/31/1980	ALLIED CHEMICAL CORP.	WILPUTTE COKE OVEN DIV.	ALABAMA BY-PRODUCTS CORP. TARRANT PLANT	BIRMINGHAM	AL		
1/1/1965	3/31/1978	ALLIED CHEMICAL PLANT	5525 Highway 3115, Carville, LA 70721		GEISMAR	LA	Baron & Budd	
1/1/1962	3/31/1981	ALLIED CHEMICAL PLANT	2404 BAYOU ROAD (70085)		ST, BERNARD	LA	Silber Pearlman	
1/1/1960	3/31/1961	ALLIED/SIGNAL OIL REFINERY	FM 1006		ORANGE	TX	Hissey	
8/10/1970	10/31/1980	ALPHA PORTLAND CEMENT CO.			IRONTON	OH		√
1/1/1964	4/1/1978	ALTON BOX BOARD	200 WEST 3RD ST. (62002)		ALTON	IL	Wise & Julian	
10/2/1973	10/31/1980	ALUMINUM SMELTING	5463 DUNHAN RD.		MAPLE HEIGHTS	OH		
1/1/1963	3/31/1976	AMERICAN CAN PAPER MILL	7530 Highway 114 (36916)		PENNINGTON	AL	Baron & Budd	
1/1/1956	3/31/1981	AMERICAN CAN PLANT	8501 EAST FREEWAY (77059)		HOUSTON	TX	Silber Pearlman	
1/1/1961	3/31/1981	AMERICAN CYANAMID CHEMICAL PLANT	600 N JONES (76106)		FORT WORTH	TX	Silber Pearlman	
11/4/1976	10/31/1980	AMERICAN ELECTRIC POWER SERVICE PLANT	NO ADDRESS					√
8/31/1972	10/31/1980	AMERICAN ELECTRONICS LAB	RICHARDSON RD.		COLMAR	PA		
12/9/1969	10/31/1980	AMERICAN FIRE BRICK CO.	880 ADDISON AVE.		CLEVELAND	OH		
1/21/1972	10/31/1980	AMERICAN NATIONAL RUBBER CO.	MAIN & HIGH ST.		CEREDO	WV		
7/15/1971	10/31/1980	AMERICAN SAINT GORBIAN CORP.	FACTORY #6		KINGSPORT	TN		
12/10/1965	10/31/1980	AMERICAN SHIPBUILDING CORP.	BOILER ROOM		LORAIN	OH		
1/1/1969	3/31/1970	AMERICAN STEEL	1700 WALNUT ST.		GRANITE CITY	IL	Baron & Budd	
9/27/1963	10/31/1980	AMERICAN STEEL & WIRE	WAUKEGAN WORKS		WAUKEGAN	IL		
5/30/1978	10/31/1980	AMERICAN TEMPERED	1116 NORTH KICKAPOO		SHAWNEE	OK		
11/24/1970	10/31/1980	AMERICAN THERMOGEN CO.	200 ESSEX ST.		WHITMAN	MA		
2/21/1974	10/31/1980	AMERICAN WELDING & MANUFACTURING CO.	DIETZ RD. N.E		WARREN	OH		

**Final List of Sites That Received
NARCO Asbestos-Containing Products**

Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
4/13/1965	10/31/1980	AMERICAN ZINC OXIDE	SUBSIDIARY OF AMERICAN ZINC, LEAD & SMELTING CO.	WINDSOR AVE., C.A. & C. TRACKS	COLUMBUS	OH		
1/1/1967	3/31/1976	AMOCO CHEMICAL PLANT	1401 FINLEY ISLAND RD.		DECATUR	AL	Baron & Budd	
7/23/1971	10/31/1980	AMOCO CHEMICAL CORP.	JOLIET PLANT		JOLIET	IL		
1/1/1956	3/31/1981	AMOCO CHEMICAL SHIPS/PLANT	2800 FM 519 EAST		TEXAS CITY	TX	Hissey, Silber Pearlman	
1/1/1966	3/31/1981	AMOCO GAS PRODUCTION PLANT	HIGHWAY 35 & FM 524		OLD OCEAN	TX	Silber Pearlman	
1/1/1974	3/31/1978	AMOCO OIL REFINERY	FM 2004		ALVIN	TX	Hissey	
1/1/1956	3/31/1980	AMOCO OIL REFINERY	2401 FIFTH AVENUE SOUTH (77590)		TEXAS CITY	TX	Silber Pearlman, Baron & Budd	
1/1/1962	4/1/1977	AMOCO-STANDARD OIL	ROUTE 111 (62095)		WOOD RIVER	IL	Wise & Julian	√
1/1/1967	3/31/1981	ANCHOR HOCKING GAS PLANT	4402 FIDELITY STREET (77029)		HOUSTON	TX	Silber Pearlman	
6/19/1973	10/31/1980	ANDERSON MILLWRIGHT SERVICE, INC.	870 ADDISON RD.		CLEVELAND	OH		
1/1/1965	3/31/1971	ANNISTON ARMY DEPOT	7 Frankford Ave. (36201)		ANNISTON	AL	Baron & Budd	
3/6/1970	10/31/1980	APPALACHIAN POWER CO.	MITCHELL PLANT	CONSTRUCTION DEPT.	CRESAP	WV		
3/6/1970	10/31/1980	APPALACHIAN POWER CO.	JOHN E. AMOS PLANT		SCARY	WV		
1/1/1969	3/31/1981	ARCO OIL REFINERY	10801 CHOATE ROAD (77507)		PASADENA	TX	Silber Pearlman	
1/1/1959	3/31/1981	ARCO POLYMERS PLANT	HIGHWAY 366		GROVES	TX	Hissey	
6/20/1975	10/31/1980	ARISTOCRAFT, INC.	10549 READING RD.		CINCINNATI	OH		
9/24/1970	10/31/1980	ARK, INC.	GARLAND COUNTY INDUSTRIAL PARK		HOT SPRINGS	AR		
9/4/1975	10/31/1980	ARKANSAS ALUMINUM ALLOYS			HOT SPRINGS	AR		√
1/30/1970	10/31/1980	ARKANSAS CHEMICALS, INC.	RT. 6, BOX 98		EL DORADO	AR		
11/26/1971	10/31/1980	ARKANSAS CHEMICALS, INC.	HIGHWAY 15 NEWELL		EL DORADO	AR		
1/1/1961	3/31/1962	Armco Steel			Ashland	KY	Goldberg Persky	√
1/1/1963	3/31/1978	ARMCO STEEL	2355 9th Avenue (77002)		HOUSTON	TX	Baron & Budd	
1/1/1956	10/31/1980	ARMCO STEEL CORP.	HOUSTON WORKS, MASONRY DEPT.	13100 INDUSTRIAL ROAD	HOUSTON	TX	Baron & Budd, Hissey, Silber Pearlman	
8/23/1971	10/31/1980	ARMCO STEEL CORP.	COKE PLANT	HAMILTON PLANT	HAMILTON	OH		
3/2/1976	10/31/1980	ARMCO STEEL CORP.	KANSAS CITY WORKS	7000 ROBERTS RD.	KANSAS CITY	MO		
9/17/1976	10/31/1980	ARMCO STEEL CORP.	BUTLER WORKS	MELT SHOP MASONRY, DOOR 1-R-6	BUTLER	PA		
10/26/1970	10/31/1980	ARMCO STEEL CORP.	BRICK SHED DOOR #313	MIDDLETOWN WORKS	MIDDLETOWN	OH		
11/10/1970	10/31/1980	ARMCO STEEL CORP.	BRICK SHED BLDG. 142	ASHLAND WORKS	ASHLAND	KY		
1/1/1964	3/31/1976	ARMCO STEEL MILL	2355 9th Avenue (77002)		HOUSTON	TX	Baron & Budd	
1/1/1956	3/31/1981	ARMCO STEEL MILL	2300 S HIGHWAY 97 (74063)		SAND SPRINGS	OK	Silber Pearlman	
1/1/1964	3/31/1965	ARUNDALE PLASTICS PLANT	5444 PARK DRIVE (63110)		ST. LOUIS	MO	Silber Pearlman	
1/1/1956	3/31/1981	ASARCO COPPER & METALS REFINERY/PLANT/SMELTING PLANT	SMELTER	7901 N. HWY. 136	AMARILLO	TX	Baron & Budd, Silber Pearlman	
1/1/1966	3/31/1978	ASARCO COPPER SMELTER	(PO BOX 1111)		ELPASO	TX	Baron & Budd	√
1/1/1956	3/31/1981	ASARCO PLANT	FRITCH HIGHWAY (79101)		AMARILLO	TX	Silber Pearlman	
1/1/1956	3/31/1981	ASARCO SMELTING PLANT	2301 W PAISANO DRIVE (79922)		EL PASO	TX	Silber Pearlman	
1/1/1964	3/31/1975	ASARCO SMELTING PLANT	9200 MARKET STREET ROAD		HOUSTON	TX	Silber Pearlman	
1/1/1964	3/31/1981	ASARCO SMELTING PLANT	PO BOX 4767 (78407)		CORPUS CHRISTI	TX	Silber Pearlman	
1/1/1968	3/31/1978	ASARCO ZINC REFINERY/ECYCLE TEXAS HYDROMETALLURGICAL	5500 Up River Road, PO BOX 4767 (78407)		CORPUS CHRISTI	TX	Baron & Budd	
1/20/1971	10/31/1980	ASG INDUSTRIES, INC.			GREENLAND	TN		√
11/20/1963	10/31/1980	ASHLAND OIL & REFINING CO.	RIVER RD.		TONAWANDA	NY		
11/2/1970	10/31/1980	ASHLAND OIL & REFINING CO.	PLANT NO. 2		CATLETTSBURG	KY		
10/26/1971	10/31/1980	ASHLAND OIL, INC.	#1 REFINERY		CATLETTSBURG	KY		√
7/13/1966	10/31/1980	ASSOCIATED ELECTRIC CORP.			THOMAS HILL	MO		√
1/16/1969	10/31/1980	ASSOCIATED ELECTRIC CORP.			BINKLEY	MO		√
1/1/1963	3/31/1966	ASTRODOME	8400 KIRBY DR.		HOUSTON	TX	Baron & Budd	
9/7/1961	10/31/1980	ATLANTIC CITY ELECTRIC	MISSOURI AVE. & THOROFARE		ATLANTIC CITY	NJ		
5/31/1974	10/31/1980	ATLANTIC RICHFIELD CO.	3500 INDIANAPOLIS BLVD.		EAST CHICAGO	IN		
5/15/1973	10/31/1980	ATLANTIC STEEL CO.	MILL STOREROOM	1365 MECASLIN ST. NW	ATLANTA	GA		
1/1/1982	3/31/1981	AUSTIN POWER PLANT	4812 EAST 7TH STREET		AUSTIN	TX	Hissey	

Final List of Sites That Received
NARCO Asbestos-Containing Products

Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
9/21/1971	10/31/1980	AVCO SPENCER DIV.	FOOT OF PARK ST.		WILLIAMSPORT	PA		
1/1/1963	3/31/1965	AVONDALE SHIPYARD	5100 River Rd, Avondale, (70094)		NEW ORLEANS	LA	Baron & Budd	
1/1/1963	3/31/1976	AVONDALE TEXTILE MILL	900 Avondale Ave.,		SYLACAUGA	AL	Baron & Budd	
1/1/1969	3/31/1970	B.F. GOODRICH PLANT	1215 MAIN STREET		PORT NECHES	TX	Hissey	
1/1/1961	3/31/1962	Babcock & Wilcox			Beaver	PA	Goldberg Persky	√
1/1/1963	3/31/1964	Babcock & Wilcox			Koppel	PA	Goldberg Persky	√
7/3/1975	10/31/1980	BABCOCK & WILCOX CO.	15701 HERON AVE.		LA MIRADA	CA		
1/1/1961	3/31/1962	Babcock & Wilcox East Works			Beaver Falls	PA	Goldberg Persky	√
1/1/1961	3/31/1962	Babcock & Wilcox Main Plant			Beaver Falls	PA	Goldberg Persky	√
1/1/1963	3/31/1964	Babcock & Wilcox Wallace Run Plant			Beaver	PA	Goldberg Persky	√
7/19/1968	10/31/1980	BALDWIN-LIMA-HAMILTON CORP	STANDARD STEEL WORKS DIV.	STEAM PLANT #7	BURNHAM	PA		
1/1/1963	3/31/1976	BARRY STEAM PLANT	Hwy 43 Bucks (36512)		BUCKS	AL	Baron & Budd	
1/1/1961	3/31/1966	BASELL POLYOLEFINS PLANT	331 ANN ST.		SULPHUR	LA	Baron & Budd	
1/14/1971	10/31/1980	BASIC SCIENCE BUILDING	UNIVERSITY OF IOWA		IOWA CITY	IA		
10/29/1975	10/31/1980	BATCHALDER CO., INC.	OFF SWAMP ROAD		BOTSFORD	CT		
4/21/1977	10/31/1980	BATCHELDER-BLASIUS, INC.			EAST STARTEX	SC		√
6/15/1971	10/31/1980	BAY STATE FIRE BRICK CO.	P.O. BOX 2572		SPRINGFIELD	MA		
9/11/1970	10/31/1980	BAY STATE FIRE BRICK CO.	THEIR SIDING		SPRINGFIELD	MA		
9/11/1970	10/31/1980	BAY STATE FIRE BRICK CO.	149 WASON AVE.		SPRINGFIELD	MA		
1/1/1963	3/31/1981	BAYLOR HOSPITAL/BAYLOR UNIVERSITY MEDICAL CENTER	3500 GASTON AVE. (75246)		DALLAS	TX	Baron & Budd, Silber Pearlman	
2/18/1965	10/31/1980	BEARDEN LUMBER			BEARDEN	AR		√
12/16/1969	10/31/1980	BECKWITH MACHINERY	ROUTE 22		MURRAYSVILLE	PA		
6/13/1973	10/31/1980	BEECH AIRCRAFT CORP.	9709 E. CENTRAL AVE.		WICHITA	KS		
7/18/1967	10/31/1980	BEHM CO.	6TH & CHESTNUT		OSAWATOMIE	KS		
1/1/1963	3/31/1976	BENDERS SHIPYARD	265 S. WATERS ST.		MOBILE	AL	Baron & Budd	
1/1/1956	3/31/1972	BETHLEHEM SHIPYARD/STEEL MILL	850 NORTH PINE		BEAUMONT	TX	Hissey	
1/1/1956	3/31/1978	BETHLEHEM STEEL CORP.	5111 NORTH PONT ROAD (21219)		BALTIMORE	MD	Hissey	
10/12/1964	10/31/1980	BETHLEHEM STEEL CORP.			JOHNSTOWN	PA	Goldberg Persky	√
10/2/1964	10/31/1980	BETHLEHEM STEEL CORP.	MECH. DEPT., TRUCK STOP 242		JOHNSTOWN	PA		
10/10/1966	10/31/1980	BETHLEHEM STEEL CORP.	BRICK DEPT.	WEST END YARD	STEELTON	PA		
1/23/1968	10/31/1980	BETHLEHEM STEEL CORP.	BRICKLAYER DEPT.	SAUCON DIV.	BETHLEHEM	PA		
2/5/1968	10/31/1980	BETHLEHEM STEEL CORP.	EAST GATE		BURNS HARBOR	IN		
12/9/1968	10/31/1980	BETHLEHEM STEEL CORP.			LACKAWANNA	NY		√
6/19/1978	10/31/1980	BETHLEHEM STEEL CORP.			BURNS HARBOR	IN		√
12/10/1973	10/31/1980	BETHLEHEM STEEL CORP.	COKE OVENS MECH. TRUCKS STA. 153		LACKAWANNA	NY		
1/1/1956	3/31/1981	BIG THREE INIUSTRIES PLANT	11400 BAY AREA BOULEVARD		PASADENA	TX	Hissey	
3/20/1975	10/31/1980	BLACK & VEATCH	CITY OF VERO BEACH	FLORIDA EAST COAST RAILROAD	VERO BEACH	FL		
4/29/1976	10/31/1980	BOARD OF WATER & LIGHT	312 N. GRAND	CENTRAL MAINTENANCE	LANSING	MI		
1/1/1972	3/31/1977	BOISE SOUTHERN/BOISE CASCADE	4200 U.S. HWY 190 W		DERIDDER	LA	Baron & Budd	
1/1/1961	3/31/1981	BORDER STEEL MILL	IH 10 & VINTON ROAD (79821)		VINTON	TX	Silber Pearlman	
1/1/1965	3/31/1975	BORDER STILL ROLLINGS MILLS	I-10 & Vinton Road (79835)		EL PASO	TX	Baron & Budd	
1/1/1961	3/31/1976	BOWATER PAPER MILL	5020 HWY. 11 SOUTH		CALHOUN	TN	Baron & Budd	
1/25/1978	10/31/1980	BRANDT EQUIPMENT & SUPPLY CO.	2800 N. NICHOLS ST.		FORT WORTH	TX		
12/14/1970	10/31/1980	BREMAN'S EXPRESS PITTSBURGH TERMINAL	51st. AND BUTLER		PITTSBURGH	PA		
2/5/1976	10/31/1980	BRINKS REFRACTORIES, INC.	1804 9TH ST.		KENNER	LA		
2/23/1972	10/31/1980	BRINKS REFRACTORIES, INC.	KENNER HOUSE TRACK		KENNER	LA		
6/29/1973	10/31/1980	BRISTOL LABS	THOMPSON RD.	BOILER ROOM	EAST SYRACUSE	NY		
2/10/1970	10/31/1980	BROCKWAY GLASS CO., INC.	PLANT #13		MONTGOMERY	AL		
3/6/1970	10/31/1980	BROCKWAY GLASS CO., INC.	PLANT #11		WASHINGTON	PA		
6/11/1970	10/31/1980	BROCKWAY GLASS CO., INC.	PLANT #4		LAPEL	IN		

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Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
1/1/1963	3/31/1976	BROOKLEY AIR FORCE BASE	1891 9th Street (36615)		MOBILE	AL	Baron & Budd	
1/1/1965	3/31/1981	BROWN & ROOT SHIPYARD	OFF WASHINGTON AVENUE		HOUSTON	TX	Hissey	√
1/1/1956	3/31/1980	BROWN & ROOT SHIPYARD	FM 563 (77514)		ANAHUAC	TX	Silber Pearlman	
1/1/1956	3/31/1981	BROWN OIL TOOLS MANUFACTURING PLANT	6023 NAVIGATION ROAD (77011)		HOUSTON	TX	Silber Pearlman	
1/1/1956	3/31/1963	BROWN SHIPYARD	4100 CLINTON DRIVE (77020)		HOUSTON	TX	Silber Pearlman	
1/1/1968	3/31/1978	BROWNS FERRY NUCLEAR PLANT	10833 Shaw Road. (35611)		ATHENS	AL	Baron & Budd	
7/10/1974	10/31/1980	BUCYRUS ERIE CO.	CLEANING ROOM		S. MILWAUKEE	WI		
10/1/1964	10/31/1980	BUICK MOTOR DIV.	GENERAL MOTORS CORP.	BLDG. #86, ATTN: STOCK	FLINT	MI		
11/2/1976	10/31/1980	BUILDERS SUPPLY CO.	504 S. MAIN ST.		WILKES-BARRE	PA		
1/1/1963	3/31/1981	BURTON SHIPYARD	PROCTOR & MAIN STREET		PORT ARTHUR	TX	Hissey	
12/15/1970	10/31/1980	BWANA INDUSTRIES, INC.			SPRINGFIELD	MA		√
1/15/1971	10/31/1980	BWANA INDUSTRIES, INC.	149 WASON AVE.		SPRINGFIELD	MA		
2/15/1971	10/31/1980	BWANA INDUSTRIES, INC.	P.O. BOX 2572		SPRINGFIELD	MA		
12/15/1970	10/31/1980	BWANA INDUSTRIES, INC.	P.O. BOX 2572		SPRINGFIELD	MA		
6/22/1972	10/31/1980	C.F. BRAUN	UNIROYAL CHEMICAL SULFUR RECOVERY UNIT		GEISMAR	LA		
5/31/1973	10/31/1980	C.F.&I. STEEL CORP.			PUEBLO	CO		√
1/1/1964	3/31/1981	CALAVERAS POWER PLANT	CALAVERAS LAKE		SAN ANTONIO	TX	Hissey	
6/1/1961	10/31/1980	CALCINATOR CORP.	28TH ST. & WATER ST.		BAY CITY	MI		
1/1/1965	3/31/1981	CAMERON IRON WORKS FOUNDRY	13013 NORTHWEST HWY.		HOUSTON	TX	Baron & Budd, Silber Pearlman	
1/1/1965	3/31/1966	Campbell, Wyant & Cannon Foundry			Muskegon	MI	Goldberg Persky	√
8/30/1965	10/31/1980	CAPTINA OPERATING	KAMMER PLANT		CRESAP	WV		
1/1/1961	3/31/1971	CARBON BLACK PLANT	9455 FM 1559 Rd (79007)		BORGER	TX	Baron & Budd	
1/1/1956	3/31/1981	CARBON BLACK PLANT	9300 NEEDLEPOINT ROAD (77521)		BAYTOWN	TX	Silber Pearlman	
1/1/1963	3/31/1978	CARWIN-UPJOHN-DOW CHEMICAL PLANT (POLYURETHANE)	550 BATTLEGROUND RD.		LA PORTE	TX	Baron & Budd	
3/27/1967	10/31/1980	CASTLE-HANSON CORP.	860 MAPLE ST.		ROCHESTER	NY		
1/1/1956	3/31/1978	CELANESE CHEMICAL PLANT	Hwy 77 South , PO BOX 428 (78343)		BISHOP	TX	Baron & Budd, Hissey	
1/1/1956	3/31/1981	CELANESE CHEMICAL PLANT	9502 BAYPORT ROAD		PASADENA	TX	Hissey, Silber Pearlman	
1/1/1967	3/31/1981	CELANESE CHEMICAL PLANT	FM 3057		BAY CITY	TX	Silber Pearlman	
4/9/1968	10/31/1980	CENTRAL ILLINOIS PUBLIC SERVICE CO.			COFFEEN	IL		√
1/16/1967	10/31/1980	CENTRAL MISSOURI STATE TEACHERS COLLEGE	SCIENCE BLDG.		WARRENSBURG	MO		
4/21/1977	10/31/1980	CER-MET, INC.	JUNCTION OF HIGHWAY 49 & 29		CHARLOTTE	NC		
1/1/1956	3/31/1981	CF&I STEEL MILL	2100 S FREEWAY (81004)		PUEBLO	CO	Silber Pearlman	
1/1/1956	3/31/1981	CHAMPION (SIMPSON-SOUTHLAND) PAPER MILL	STATE HWY. 225		PASADENA	TX	Silber Pearlman, Baron & Budd	
1/1/1965	3/31/1978	CHAMPION PAPER MILL	175 Main Street (28716)		CANTON	NC	Baron & Budd	
1/1/1967	3/31/1974	CHAMPION PAPER MILL	State Route 150 (35618) (PO BOX 189)		COURTLAND	AL	Baron & Budd	
1/1/1956	3/31/1981	CHAMPION PAPER MILL	STATE HIGHWAY 225 (77501)		PASADENA	TX	Silber Pearlman	
1/1/1966	3/31/1970	CHAMPLIN/CITIES SERVICES REFINERY	1801 Nueces Bay (78469)		CORPUS CHRISTI	TX	Baron & Budd	
1/1/1963	3/31/1976	CHAMPLIN-CITGO OIL REFINERY	2501 E Willow Rd (PO BOX 552) (73701)		ENID	OK	Baron & Budd	
1/1/1956	3/31/1981	CHARTER OIL REFINERY	3010 BRIARPARK (77042)		HOUSTON	TX	Silber Pearlman	
1/1/1963	3/31/1976	CHEMSTRAND/MONSANTO CHEMICAL PLANT	COURTLAND HWY. OFF HWY. 20		DECATUR	GA	Baron & Budd	√
1/1/1965	3/31/1970	CHEMSTRAND/MONSANTO CHEMICAL PLANT	3000 CHEMSTRAND RD.		CANTONMENT	FL	Baron & Budd	
8/20/1971	10/31/1980	CHEROKEE SUPPLY	500 E. FIRST AVE.		ROME	GA		
5/26/1966	10/31/1980	CHEVROLET	GENERAL MOTORS CORP.	BAY CITY PLANT, 100 FITZGERALD ST.	BAY CITY	MI		
6/25/1963	10/31/1980	CHEVROLET	GENERAL MOTORS CORP.	1535 N. MADISON AVE.	BAY CITY	MI		
1/1/1964	3/31/1976	CHEVROLET PLANT	3900 Motors Industrial Way (30360)		ATLANTA	GA	Baron & Budd	
1/1/1956	10/31/1980	CHEVRON OIL REFINERY	9138 SE FOSTER ROAD		PORTLAND	OR	Silber Pearlman	
1/1/1969	3/31/1978	CHEVRON REFINERY	6501 TROWBRIDGE (79905)		EL PASO	TX	Baron & Budd	
1/1/1956	3/31/1981	CHEVRON USA REFINERY	2001 SOUTH GULFWAY DRIVE		PORT ARTHUR	TX	Hissey	
10/10/1969	10/31/1980	CHIZ BROS CO.	4510 MAIN ST.		MUNHALL	PA		
1/14/1971	10/31/1980	CHRISTY FIREBRICK CO.	3144 N. BROADWAY		ST. LOUIS	MO		

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1/1/1963	3/31/1978	CIBA-GEIGY CHEMICAL PLANT	OFF HWY 43		MCINTOSH	AL	Baron & Budd	
1/1/1969	3/31/1978	CIELO VISTA MALL	8401 GATEWAY BLVD. WEST		EL PASO	TX	Baron & Budd	
1/1/1963	3/31/1976	CIT-CON CITY SERVICES	HWY. 108		LAKE CHARLES	LA	Baron & Budd	√
1/1/1963	3/31/1976	CITIES SERVICES/TENNESSEE COPPER	304 Ocoee Street (37317)		COPPERHILL	TN	Baron & Budd	
1/1/1956	10/31/1980	CITY DOCKS	111 EAST LOOP NORTH (77029)		HOUSTON	TX	Silber Pearlman	
6/11/1965	10/31/1980	CITY OF CLEVELAND	E. 53RD ST. & S. MARGINAL RD.		CLEVELAND	OH		
10/1/1970	10/31/1980	CITY OF LAKE WORTH	POWER PLANT EXPANSION UNIT S - 4		LAKE WORTH	FL		
3/11/1970	10/31/1980	CLEVELAND ELECTRIC ILLUMINATING CO.	2133 LAKE ROAD EAST		ASHTABULA	OH		
1/1/1964	3/31/1965	CLYDE IRON WORKS	29TH AVENUE & MICHIGAN STREET		DULUTH	MN	Hissey	
1/1/1961	3/31/1978	COASTAL REFINERY	5438 Union St (78407)		CORPUS CHRISTI	TX	Baron & Budd	
7/31/1963	10/31/1980	COCKER SAW CO.			BURT	NY		√
1/1/1961	3/31/1977	COLBERT STEAM PLANT	900 Colbert Steam Road (35674)		SHEFFIELD	AL	Baron & Budd	
1/1/1961	3/31/1962	Colonial Steel			Monaca	PA	Goldberg Persky	√
1/1/1963	3/31/1976	COLUMBIA NITROGEN PLANT	COLUMBIA NITROGEN RD.		AUGUSTA	GA	Baron & Budd	√
1/1/1956	3/31/1957	COLUMBIA SOUTHERN CHEMICAL PLANT	1300 COLUMBIA SOUTHERN ROAD		LAKE CHARLES	LA	Hissey	
1/9/1970	10/31/1980	COLUMBUS & SOUTHERN OHIO ELECTRIC CO.	7855 S. HIGH ST.	PICWAY STATION	LOCKBURN	OH		
1/9/1970	10/31/1980	COLUMBUS & SOUTHERN OHIO ELECTRIC CO.	CONESVILLE STATION RFD # 1		CONESVILLE	OH		
1/1/1963	3/31/1968	COMBUSTION ENGINEERING	911 WEST MAIN ST.		CHATTANOOGA	TN	Baron & Budd	
7/14/1975	10/31/1980	COMMONWEALTH EDISON	POWERTON PLANT		PEKIN	IL		
1/1/1963	3/31/1973	CONNOR STEEL MILL	101 50th St S (35212)		BIRMINGHAM	AL	Baron & Budd	
1/1/1963	3/31/1964	Connors Steel			Huntington	WV	Goldberg Persky	√
1/1/1961	3/31/1978	CONOCO REFINERY (LAKE CHARLES)	2200 OLD SPANISH TRAIL		WESTLAKE	LA	Baron & Budd	
1/1/1972	3/31/1981	CONSOLIDATED ALUMINUM PLANT	825 LOWER BROWNSVILLE ROAD (62060)		MADISON	IL	Silber Pearlman	
12/8/1975	10/31/1980	CONTINENTAL CAN	HIGHWAY 56S		AUGUSTA	GA		√
1/1/1956	3/31/1981	CONTINENTAL CAN PLANT	5900 CANAL STREET		HOUSTON	TX	Silber Pearlman	
1/1/1969	3/31/1971	CONTINENTAL CAN PLANT	77 WEST JACKSON BLVD (60604)		CHICAGO	IL	Silber Pearlman	
2/16/1970	10/31/1980	COPLAY CEMENT MANUFACTURING	NAZARETH PLANT		NAZARETH	PA		
12/3/1973	10/31/1980	COS COB POWER			COS COB	CT		√
1/1/1973	3/31/1977	COSEN-FINA OIL REFINERY	I-20 & Refinery Rd. (79721)		BIG SPRINGS	TX	Baron & Budd	
4/17/1973	10/31/1980	CRICHTON CORP., THE	6771 W. NATIONAL AVE.		MILWAUKEE	WI		
1/1/1956	3/31/1981	CROWN CENTRAL OIL REFINERY	111 RED BLUFF ROAD (77506)		PASADENA	TX	Silber Pearlman	
1/1/1961	3/31/1962	Crucible Steel			Midland	PA	Goldberg Persky	√
5/11/1979	10/31/1980	CULP SMELTING & REFINING CO.	ROUTE 1		STEELE	AL		√
10/14/1970	10/31/1980	D&E TOOL COMPANY, INC.	1608 VIRGINIA AVE. W.		HUNTINGTON	WV		
4/26/1972	10/31/1980	DANA CORP.	WEISER BLDG.	PARISH FRAME DIV.	READING	PA		
1/1/1961	3/31/1975	DAY & ZIMMERMAN AMMUNITION PLANT	HWY 82 WEST (77581)		TEXARKANA	TX	Silber Pearlman	
5/22/1972	10/31/1980	DAYTON MALLEABLE IRON	2520 S. THIRD ST.		IRONTON	OH		
11/16/1970	10/31/1980	DEEPSEA VENTURES			GLOUSTER POINT	VA		√
10/29/1970	10/31/1980	DEEPWATER OPERATING CO.	DEEPWATER GENERATING STATION		PENNS GROVE	NJ		√
1/1/1961	3/31/1962	Defoe Shipyard/Fisher Body Plant			Bay City	MI	Goldberg Persky	√
1/1/1963	3/31/1968	DELTA TANK FABRICATING SHOP	5185 Adams Avenue (70806)		BATON ROUGE	LA	Baron & Budd	
1/1/1961	3/31/1962	Detroit Edison St. Clair Power Plant			St. Clair	MI	Goldberg Persky	√
1/1/1956	3/31/1981	DIAMOND ALKALI CHEMICAL PLANT	9403 FM 1960 ROAD W		HOUSTON	TX	Silber Pearlman	
1/1/1956	3/31/1981	DIAMOND SHAMROCK CHEMICAL PLANT	9403 FM 1960 ROAD W		HOUSTON	TX	Silber Pearlman, Baron & Budd	
1/15/1969	10/31/1980	DIERK FOREST, INC.			HOT SPRINGS	AR		√
6/3/1969	10/31/1980	DIERK FOREST, INC.			DIERK	AR		√
1/1/1966	3/31/1973	DIMAOND SHAMROCK/BIG DIAMOND/OXVINYLS	2400 Miller Cut Off Rd (77571)		LA PORTE	TX	Baron & Budd	
1/1/1977	3/31/1978	DIXIE CHEMICAL PLANT	10701 BAY AREA ROAD		PASADENA	TX	Hissey	
1/20/1972	10/31/1980	DOLONITE BRICK CORP. OF AMERICA	225 N. EMIGS MILL RD.		YORK	PA		
4/21/1972	10/31/1980	DONALD CARROLL METALS, INC.	201 N. DIVISION ST.		BENSENVILLE	IL		

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12/16/1971	10/31/1980	DORR-OLIVER INC.			STAMFORD	CT		√
1/1/1963	3/31/1976	DOW BADISCHE	440 Masters Blvd (29626)		ANDERSON	SC	Baron & Budd	
1/1/1964	3/31/1981	DOW BADISCHE CHEMICAL PLANT	2301 NORTH BRAZOSPORT BLVD (77541)		FREEPORT	TX	Silber Pearlman	
3/12/1969	10/31/1980	DOW CHEMCIAL CO.	BUILDING 500 - DOOR F		MIDLAND	MI		
1/1/1965	3/31/1978	DOW CHEMCIAL PLANT	21255 LOUISIANA HWY.		PLAQUEMINE	LA	Baron & Budd	
1/1/1961	3/31/1978	DOW CHEMICAL	HWY. 288		FREEPORT	TX	Baron & Budd	√
1/1/1956	3/31/1981	DOW CHEMICAL PLANT	2301 NORTH BRAZOSPORT BLVD (77541)		FREEPORT	TX	Silber Pearlman, Baron & Budd	
5/27/1970	10/31/1980	DUHE & BOURGEOIS SUGAR CO.	P.O. BOX 648		JEANERETTE	LA		
1/1/1961	3/31/1978	DUPONT CHEMICAL PLANT	2625 OLD BLOMMINGTON RD.		VICTORIA	TX	Baron & Budd	
1/1/1969	3/31/1978	DUPONT CHEMICAL PLANT	12501 STRANG ROAD		LA PORTE	TX	Baron & Budd	
1/1/1963	3/31/1972	DUPONT CHEMICAL PLANT	2739 FM 1006 (77630), PO Box 1089 (77631)		ORANGE	TX	Baron & Budd	
1/1/1963	3/31/1972	DUPONT CHEMICAL PLANT	Highway 347 (77705)		BEAUMONT	TX	Baron & Budd	
1/1/1956	3/31/1981	DUPONT CHEMICAL PLANT	PO BOX 2626 (77902)		VICTORIA	TX	Silber Pearlman	
1/1/1956	3/31/1981	DUPONT CHEMICAL PLANT	12501 STRANG ROAD (77572)		LA PORTE	TX	Silber Pearlman	
1/1/1963	3/31/1981	DUPONT CHEMICAL PLANT	6350 N TWIN CITIES HIGHWAY (77704)		BEAUMONT	TX	Silber Pearlman	
1/1/1972	3/31/1974	DUVAL SULFUR PLANT			GALVESTON	TX	Hissey	√
1/1/1961	3/31/1978	DX/SUNRAY REFINERY	907 South Detroit Avenue (74120)		TULSA	OK	Baron & Budd	
11/7/1972	10/31/1980	E. KEELER CO.	238 WEST ST.		WILLIAMSPORT	PA		
1/1/1961	3/31/1962	E.I. DuPont			Belle	WV	Goldberg Persky	√
1/1/1956	3/31/1981	E.I. DUPONT CHEMICAL PLANT	FM 1006		ORANGE	TX	Hissey	
1/1/1974	3/31/1977	E.I. DUPONT CHEMICAL PLANT	12501 STRANG ROAD			TX	Hissey	
9/16/1970	10/31/1980	E.I. DUPONT DENEMOURS & CO.			BELLE	WV		√
9/11/1964	10/31/1980	E.J. KORVETTE DEPT. STORE	RT. 66, LINDBURGH BLVD.	SUNSET HILLS SITE	ST. LOUIS	MO		
10/6/1964	10/31/1980	E.J. KORVETTE DEPT. STORE	FLORISSANT RD. & EVANS AVE.	COOL VALLEY	ST. LOUIS	MO		
2/20/1970	10/31/1980	E.S. FOX & CO.	2ND FRANKLIN ST.		READING	PA		
7/12/1974	10/31/1980	E.S. FOX DIV., NORTHEASTERN LUMBER CO.	P.O. BOX 161		READING	PA		
2/25/1976	10/31/1980	E.S. FOX DIV., NORTHEASTERN LUMBER CO.	2201 N. 11TH ST.		READING	PA		
1/1/1956	3/31/1974	EAGLE PICHER MANUFACTURING PLANT	601 EAST BOLLINGER (74437)		HENRYETTA	OK	Silber Pearlman	
7/27/1970	10/31/1980	EASTERN BRIDGE SUPPLY CO., INC.	THEIR SIDING		WORCESTER	MA		
1/1/1969	3/31/1981	EASTMAN KODAK PLANT	HIGHWAY 149 SOUTH		LONGVIEW	TX	Hissey	
1/1/1956	3/31/1979	EL PASO ELECTRIC BUILDING	100 N STANTON ST (79901)		EL PASO	TX	Silber Pearlman	
1/1/1962	3/31/1964	ELMENDORF AIR FORCE BASE	8111 Crow Avenue Unit 3000 (99506)		ELMENDORF AFB	AK	Baron & Budd	
7/8/1970	10/31/1980	EMIX MFG. CO.	R.D.I.		MINERAL WELLS	WV		
1/1/1963	3/31/1976	EMORY UNIVERSITY	201 DOWMAN DR.		ATLANTA	GA	Baron & Budd	
1/1/1961	3/31/1962	Empire Detroit Steel			Mansfield	OH	Goldberg Persky	√
1/1/1965	3/31/1981	ENRON GAS PLANT	4403 LA PORTE ROAD (77501)		PASADENA	TX	Silber Pearlman	
3/2/1966	10/31/1980	ERIE FORGE & STEEL CORP.	PLANT #2	1341 W. 16TH ST.	ERIE	PA		
1/1/1966	3/31/1978	ETHYL CHEMICAL PLANT	4999 SCENIC HWY.		BATON ROUGE	LA	Baron & Budd	
1/1/1956	3/31/1981	ETHYL CHEMICAL PLANT	1000 NORTH SOUTH AVENUE (77501)		PASADENA	TX	Silber Pearlman	
1/1/1963	3/31/1976	ETHYL-ABEMARLE-BRITISH PETROLEUM (BP)/ AMERICAN OIL COMPANY AMOCO) CHEMICAL PLANT	1313 West Pasadena Freeway (77506)(PO BOX 2016)		PASADENA	TX	Baron & Budd	
1/10/1972	10/31/1980	EXCELSIOR BRICK CO.	1220 N. MCDONOUGH ST.		MONTGOMERY	AL		
1/1/1966	3/31/1981	EXXON CHEMICAL PLANT	5000 BAYWAY DRIVE (77522)		BAYTOWN	TX	Silber Pearlman	
1/1/1972	3/31/1981	EXXON GAS PROCESSING PLANT	29003 MORTON ROAD (77493)		KATY	TX	Silber Pearlman	
1/1/1956	3/31/1981	EXXON OIL REFINERY	PO BOX 3950 (77522)		BAYTOWN	TX	Silber Pearlman	
1/1/1956	3/31/1981	EXXON REFINERY	2800 DECKER ST.		BAYTOWN	TX	Baron & Budd, Silber Pearlman	
1/5/1967	10/31/1980	FARRELL CHEEK STEEL CO.			SANDUSKY	OH		√
3/16/1965	10/31/1980	FEDERAL COMPRESS & WAREHOUSE			TALLULAH	LA		√
8/16/1966	10/31/1980	FEDERAL RESERVE BANK			KANSAS CITY	MO		√
3/6/1978	10/31/1980	FEDERAL-MOGUL CORP.	MALDEN INDUSTRIAL PARK	MALDEN PLANT	MALDEN	MO		
1/1/1969	3/31/1981	FH MALONEY PIPE FABRICATING SHOP	13609 INDUSTRIAL ROAD (77701)		HOUSTON	TX	Silber Pearlman	

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7/14/1971	10/31/1980	FIDELITY COAL & SUPPLY CO.	335 E. HIGH ST.		LIME	OH		
1/1/1956	3/31/1971	FINA OIL & CHEMICAL PLANT	OFF HIGHWAY 366		PORT ARTHUR	TX	Hissey	√
1/1/1962	3/31/1963	FINA OIL & CHEMICAL PLANT	12212 PORT ROAD		PASADENA	TX	Hissey	
1/1/1972	3/31/1977	FINA OIL REFINERY	I-20 & Refinery Rd., (79721)		BIG SPRINGS	TX	Baron & Budd	
1/1/1973	3/31/1978	FIRESTONE TIRE AND RUBBER PLANT	Hwy 108 South, P.O. Box 1361 (70601)		LAKE CHARLES	LA	Baron & Budd	
1/1/1962	3/31/1963	FIRESTONE TIRE AND RUBBER PLANT	FM 1006		ORANGE	TX	Hissey	
1/1/1967	3/31/1981	FIRESTONE TIRE PLANT	150 S Cities Service Hwy (70663)		SULPHUR	LA	Baron & Budd	
1/1/1961	3/31/1978	FIRST NATIONAL BANK BLDG.	701 MAGNOLIA AVE.		FT. WORTH	TX	Baron & Budd	
1/1/1961	3/31/1978	FLINT HILLS REFINERY/KOCH/SUNTIDE OIL REFINERY	2825 Suntide Road (78410)		CORPUS CHRISTI	TX	Baron & Budd	
9/14/1976	10/31/1980	FLORIDA POWER & LIGHT CO.	FT. MYERS PLANT		FT MYERS	FL		√
4/24/1978	10/31/1980	FLORIDA POWER & LIGHT CO.	MARTIN PLANT SITE	ROUTE 710, 7 MILES NORTH OF	INDIANTOWN	FL		
8/18/1972	10/31/1980	FLOWER COAL & SUPPLY CO.	W. 52ND STREET		ASHTABULA	OH		
1/1/1963	3/31/1976	FORD ENGINE CASTING PLANT	2019 Ford Way (35660)		SHEFFIELD	AL	Baron & Budd	
1/1/1966	3/31/1975	FORD MOTOR PLANT	340 HENRY FORD II AVENUE (HAPEVILLE)		ATLANTA	GA	Baron & Budd	
1/1/1976	10/31/1980	FORD ROUGE/ROUGE STEEL MILL			DEARBORN	MI	Goldberg Persky	√
1/1/1966	3/31/1973	FORT BLISS ARMY BASE	Fort Bliss Army Base (79916)		EL PASO	TX	Baron & Budd	
1/1/1964	3/31/1976	FORT GORDON		30905	AUGUSTA	GA	Baron & Budd	√
1/1/1956	3/31/1978	FORT SAM HOUSTON ARMY BASE	2420 Fort Sam Houston (78234)		SAN ANTONIO	TX	Baron & Budd	
11/20/1970	10/31/1980	FOSTER WHEELER CORPORATION			LIVINGSTON	NJ		√
1/1/1972	3/31/1975	FOUR CORNERS POWER PLANT	Hwy 64 (87416)		FARMINGTON	NM	Baron & Budd	
4/28/1971	10/31/1980	FOURCO GLASS	HARDING GLASS DIV.		FORT SMITH	AR		
4/21/1968	10/31/1980	FRANCIS M. DIX CO.			MENA	AR		√
7/26/1972	10/31/1980	FRANKLIN ALUMINUM CO.	BEVIS RD.		FRANKLIN	GA		
1/1/1966	3/31/1971	FRED MEYER STORES	6911 SE Foster Rd (97206)		PORTLAND	OR	Baron & Budd	
5/23/1969	10/31/1980	FRICTION PRODUCTS CO.	920 LAKE RD.		MEDINA	OH		
4/8/1963	10/31/1980	FRYMAN-KUCH CO.	MIAMI UNIVERSITY	BOILER HOUSE	NEW OXFORD	OH		
9/16/1971	10/31/1980	GALLO GLASS CO.	OREGON DRIVE		MODESTO	CA		
1/1/1956	3/31/1981	GALVESTON COUNTY MEMORIAL HOSPITAL	FM 1764 HWY 3 (77591)		TEXAS CITY	TX	Silber Pearlman	
1/1/1956	3/31/1981	GALVESTON DOCKS	WHARF ROAD		GALVESTON	TX	Silber Pearlman	
1/1/1956	3/31/1981	GALVESTON DOCKS/SHIPBUILDING	6000 HARBORSIDE DRIVE		GALVESTON	TX	Silber Pearlman, Hissey	
1/1/1961	3/31/1978	GARDNER PAPER MILLS	407 Charles Street (45042)		MIDDLETON	OH	Baron & Budd	
1/19/1968	10/31/1980	GEDNEY ELECTRIC CO.			TERRYVILLE	CT		√
1/1/1963	3/31/1976	GENERAL DYNAMICS PLANT	GRANTS LANE		FT. WORTH	TX	Baron & Budd	√
6/20/1975	10/31/1980	GENERAL ELECTRIC CO.	BUILDING 20E	3522 MAIN AVE.	ERIE	PA		
1/1/1956	3/31/1981	GENERAL FOODS PLANT	3900 HARRISBURG BLVD (77003)		HOUSTON	TX	Silber Pearlman	
1/1/1961	3/31/1962	General Motors Cadillac Plant			Detriot	MI	Goldberg Persky	√
1/1/1965	3/31/1966	General Motors Chevrolet Plant			Bay City	MI	Goldberg Persky	√
9/12/1967	10/31/1980	GENERAL MOTORS CORP.	1001 E. DELAVAN AVE.		BUFFALO	NY		
3/22/1974	10/31/1980	GENERAL MOTORS CORP.	CHEVROLET MOTORS SAGINAW GREY IRON CASTING PLANT	1629 NORTH WASHINGTON	SAGINAW	MI		
1/1/1965	3/31/1966	General Motors Grey Iron Foundry			Saginaw	MI	Goldberg Persky	√
1/1/1961	3/31/1962	General Motors Saginaw Steering Gear Plants			Saginaw	MI	Goldberg Persky	√
1/1/1961	3/31/1962	General Motors Tech Center			Warren	MI	Goldberg Persky	√
1/1/1956	3/31/1978	GENERAL PORTLAND CEMENT PLANT	2800 POST OAK BLVD (77251)		HOUSTON	TX	Silber Pearlman	
3/19/1973	10/31/1980	GENERAL SUPPLY CO.	1 BRIDGE ST.		COPLAY	PA		
1/29/1965	10/31/1980	GENERAL WILLIAM J. DONOVAN STATE OFFICE BUILDING	125 MAIN STREET		BUFFALO	NY		
4/23/1964	10/31/1980	GENERAL WILLIAM J. DONOVAN STATE OFFICE BUILDING	125 MAIN STREET		BUFFALO	NY		
10/4/1974	10/31/1980	GEORGE M. HUFF	686 AVE. E.		BAYONNE	NJ		

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4/3/1974	10/31/1980	GEORGE P. REINTJES CO.		ALL INVOICES NOTE THE FOLLOWING: FOR SHIPMENT TO J&L (PITTSBURGH WORKS), U.S. STEEL (HOMESTEAD WORKS), AND/OR E.D.S. (MARSFIELD WORKS)	KANSAS CITY	MO		√
1/1/1976	3/31/1981	GEORGIA CRAFT PAPERMILL	238 Mays Bridge Rd SW (30165)		ROME	GA	Baron & Budd	
1/1/1969	3/31/1970	Georgia Pacific Paper Mill (f/k/a Kalamazoo Paper Company Mill)			Kalamazoo	MI	Goldberg Persky	√
1/1/1963	3/31/1976	GEORGIA PACIFIC PAPER MILL (GREAT SOUTHERN PAPER PMILL)	Hwy 273 W (39832)		CEDAR SPRINGS	GA	Baron & Budd	
5/8/1975	10/31/1980	GETTY OIL CO.	WAREHOUSE RECEIVING		DELAWARE CITY	DE		
6/17/1976	10/31/1980	GILMAN PAPER CO.			ST MARYS	GA		√
12/20/1974	10/31/1980	GLASROCK PRODUCTS, INC.			CALHOUN	GA		√
2/27/1975	10/31/1980	GLASS CONTAINERS	ROUTE 101		DAYVILLE	CT		
9/16/1971	10/31/1980	GLENSHAW GLASS CO.			ORANGEBURG	NY		√
11/25/1963	10/31/1980	GLENVALE PRODUCTS	HOOVER BALL & BEARING CO.	P.O. BOX 631	MALVERN	AR		
1/1/1956	3/31/1974	GOODYEAR TIRE & RUBBER PLANT	13441 BAY AREA BLVD (77507)		PASADENA	TX	Silber Pearlman	
1/1/1956	3/31/1981	GOODYEAR TIRE & RUBBER PLANT	2000 GOODYEAR DRIVE (77017)		HOUSTON	TX	Silber Pearlman	
1/1/1968	3/31/1981	GOODYEAR TIRE & RUBBER PLANT	1-10 SMITH ROAD (77720)		BEAUMONT	TX	Silber Pearlman	
1/25/1977	10/31/1980	GRANITE CITY STEEL CO.	CENTRAL STOREROOM		GRANITE CITY	IL		√
9/15/1972	10/31/1980	GRANITE CITY STEEL CO.	STEEL WORKS STOREROOM		GRANITE CITY	IL		√
1/1/1956	3/31/1957	GREAT LAKES CARBON BLACK PLANT	HIGHWAY 82		PORT ARTHUR	TX	Hissey	√
8/31/1966	10/31/1980	GREAT LAKES CARBON CORP.	MISSOURI COKE & CHEMICAL DIV.	526 E. CATALAN ST.	ST. LOUIS	MO		
4/18/1968	10/31/1980	GREAT LAKES STEEL			ECORSE	MI		√
1/1/1961	3/31/1962	Great Lakes Steel Zug Island			Detriot	MI	Goldberg Persky	√
3/21/1971	10/31/1980	GREAT SOUTHERN SUPPLY CO.	ATSF INDUSTRIAL DISTRICT TEAM TRACK		HOUSTON	TX		
1/1/1966	3/31/1976	GREEN COUNTY STEAM PLANT	HWY 43 & COUNTY RD. 18		GREENE	AL	Baron & Budd	
1/1/1974	3/31/1975	Grey Iron - General Motors Saginaw Foundry			Saginaw	MI	Goldberg Persky	√
12/20/1971	10/31/1980	GULF CHEMICAL & METALLURGICAL CORP.	1100 S. SECOND ST.		IRONTON	OH		
1/1/1963	3/31/1981	GULF CHEMICAL PLANT	5000 BAYWAY DRIVE (77522)		BAYTOWN	TX	Silber Pearlman	
1/1/1961	3/31/1981	GULF COAST MARINE WAYS SHIPYARD	OCEAN DRIVE & BEASLEY AVE (78336)		ARANSAS PASS	TX	Silber Pearlman	
1/1/1967	3/31/1978	GULF OIL CORPORATION	1801 Gulfway Drive (77640)		PORT ARTHUR	TX	Baron & Budd	
1/1/1956	3/31/1971	GULF OIL REFINERY	OFF HIGHWAY 82		PORT ARTHUR	TX	Hissey	
1/1/1956	3/31/1979	GULF OIL REFINERY	1801 GULFWAY DRIVE (77640)		PORT ARTHUR	TX	Silber Pearlman	
1/1/1968	3/31/1970	GULF PORT SHIPYARD	HOUSTON AVENUE		PORT ARTHUR	TX	Hissey	
1/1/1957	3/31/1981	GULF STATES INDUSTRIAL PLANT	HWY 59 AT SCOTT ROAD (77471)		ROSENBURG	TX	Silber Pearlman	
1/1/1968	3/31/1976	GULF STATES PAPER MILL	28270 HWY. 80		WEST DEMOPOLIS	AL	Baron & Budd	
1/1/1957	3/31/1978	GULF STATES UTILITIES	HIGHWAY 87		BRIDGE CITY	TX	Hissey	
1/1/1961	3/31/1978	GULF-CHEVRON-STANDARD OIL REFINERY & CHEMICAL PLANT	1801 Gulfway Drive (77640)		PORT ARTHUR	TX	Baron & Budd	
1/1/1965	3/31/1967	GULFPORT SHIPYARD	LAKE SHORE DRIVE		PORT ARTHUR	TX	Baron & Budd	
7/30/1965	10/31/1980	H.G. TOLER & SONS LUMBER CO.			LEOLA	AR		√
7/16/1968	10/31/1980	H.K. PORTER CO., INC.	CONNORS STEEL DIV.	15TH ST. ENTRANCE	HUNTINGTON	WV		
2/26/1976	10/31/1980	H.L. BARBRERA FORWARDING CO.	MAIN ST. @ S.P. TRACKS		EAGLE PASS	TX		
3/30/1971	10/31/1980	H.R. CURRY CO.	1023 MAIN ST.		SHARPSBURG	PA		
9/3/1975	10/31/1980	HANNA MINING CO., THE	BUTLER TACONITE	200 COOLEY	NASHWAUK	MN		
11/13/1964	10/31/1980	HANNA-ZEBRISKI & DARON	6425 TIREMAN		DETROIT	MI		
1/1/1956	3/31/1981	HARNISCHFEGER PLANT	4400 W NATIONAL		MILWAUKEE	WI	Silber Pearlman	
6/12/1974	10/31/1980	HARNISHSEGER CORP.	HEAT TREATMENT DEPT.	4400 W. NATIONAL	MILWAUKEE	WI		
7/28/1965	10/31/1980	HARPUR COLLEGE			VESTAL	NY		√
7/22/1971	10/31/1980	HARRISON POWER STATION	UNIT # 1, # 2, # 3		HAYWOOD	WV		
1/1/1963	3/31/1976	HENRY GRADY HOSPITAL	107 HIRSH HILL		ATLANTA	GA	Baron & Budd	

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12/27/1971	10/31/1980	HERCULES, INC.	HIGHWAY 421 NORTH	ATTN: PLANT STOREROOM	WILMINGTON	NC		
1/14/1966	10/31/1980	HERMAN WILSON LUMBER	BOILER ROOM		LEOLA	AR		
1/1/1956	3/31/1977	HERMANN HOSPITAL	6411 FANNIN		HOUSTON	TX	Baron & Budd	
8/9/1971	10/31/1980	HILLSBORO GLASS CO.			HILLSBORO	IL		√
1/1/1961	3/31/1978	HOECHST CELANESE CHEMICAL PLANT	Highway 77 South(78343)		BISHOP	TX	Baron & Budd	
8/14/1969	10/31/1980	HOOSIER CITY MOTEL	741 STRUM AVE. & U.S. 30 EAST		NEW HAVEN	IN		
9/17/1974	10/31/1980	HOSTETTER SUPPLY CO.	40-60 HOLE'S MILL RD.		YORK	PA		
10/15/1970	10/31/1980	HOT SPRINGS ALUMINUM PROCESSORS, INC.	SHADY GROVE RD.		HOT SPRINGS	AR		
3/1/1971	10/31/1980	HOT SPRINGS ALUMINUM PROCESSORS, INC.	P.O. BOX 1120		HOT SPRINGS	AR		
9/3/1970	10/31/1980	HOT SPRINGS SHEET METAL CO.	1122 MALVERN RD.		HOT SPRINGS	AR		
1/1/1956	3/31/1981	HOUSTON DOCKS	111 EAST LOOP NORTH (77029)		HOUSTON	TX	Silber Pearlman	
1/1/1965	3/31/1981	HOUSTON SHIPYARD	HOUSTON SHIP CHANNEL		HOUSTON	TX	Hissey	
1/1/1956	3/31/1981	HOWMET ALUMINUM PLANT	1200 EAST WASHINGTON (75087)		ROCKWALL	TX	Silber Pearlman	
1/11/1972	10/31/1980	HOWMET CORP.	MANHEIM PIKE		LANCASTER	PA		
1/1/1956	3/31/1981	HUGHES TOOL PLANT	2001 RANKIN RD. (77073)		HOUSTON	TX	Baron & Budd, Silber Pearlman	
1/1/1961	3/31/1978	HUGHES-CHRISTENSEN-BAKER OILFIELDS TOOL PLANT	2001 RANKIN RD.		HOUSTON	TX	Baron & Budd	
1/1/1956	3/31/1981	HUMBLE OIL REFINERY	2800 DECKER DRIVE (77522)		BAYTOWN	TX	Silber Pearlman	
1/1/1956	3/31/1981	HUMBLE OIL REFINERY	4500 BAYWAY DRIVE (77522)		BAYTOWN	TX	Silber Pearlman	
1/1/1964	3/31/1965	HUMBLE/EXXON/ENJAY/RHODIA PLASTICS & RUBBER PLANT	4500 Bayway Drive (77520)		BAYTOWN	TX	Baron & Budd	
6/4/1973	10/31/1980	HUNT WESSON FOODS, INC.	EAGLE ST. & GROVE ST.		BRIDGETON	NJ		
6/6/1975	10/31/1980	HUNTER CORP.	3027 INDIANAPOLIS BLVD.		WHITING	IN		
1/1/1963	3/31/1964	HUNTERS POINT NAVAL SHIPYARD	Crisp Road (94124)		SAN FRANCISCO	CA	Baron & Budd	
1/1/1956	3/31/1977	HYATT REGENCY HOTEL	1200 Lousiana St 77002		HOUSTON	TX	Baron & Budd	
1/1/1956	3/31/1981	HYDRIL OILFIELD EQUIPMENT & PIPE FABRICATING PLANT	2800 DECKER DRIVE (77522)		BAYTOWN	TX	Silber Pearlman	
1/1/1960	3/31/1962	HYDRO CARBON PROSUCTS	HIGHWAY 82		PORT ARTHUR	TX	Hissey	
1/1/1970	3/31/1981	IBM BUILDING JOB SITE	11501 BURNET ROAD (78758)		AUSTIN	TX	Silber Pearlman	
1/1/1956	3/31/1981	ICI AMERICAS CHEMICAL PLANT	333 MARSHALL STREET (75670)		MARSHALL	TX	Silber Pearlman	
1/1/1956	3/31/1964	IDECO PLANT	1795 LAUREL		BEAUMONT	TX	Hissey	
3/22/1971	10/31/1980	INCINO REFRACTORIES CO.	13929 EUCLID AVE.		EAST CLEVELAND	OH		
1/1/1961	3/31/1962	INCO Alloys			Huntington	WV	Goldberg Persky	√
6/8/1972	10/31/1980	INDEPENDENT LINEN CO.			LITTLE ROCK	AR		√
6/28/1967	10/31/1980	INDIANA & MICHIGAN ELECTRIC	TANNERS CREEK GENERAL PLANT		LAWRENCEBURG	IN		
3/20/1964	10/31/1980	INDIANA SOLIDERS HOME POWER HOUSE			LAFAYETTE	IN		√
2/6/1976	10/31/1980	INDIANA-KENTUCKY ELECTRIC	CLIFTY CREEK STATION	P.O.BOX 97	MADISON	IN		
4/23/1976	10/31/1980	INDUSTRIAL GUNNITE, INC.	COMMERCIAL SITE		LULING	TX		√
1/1/1963	3/31/1978	INGALLS SHIPYARD	1000 Access Rd. (39568)		PASCAGOULA	MS	Baron & Budd	
1/1/1965	3/31/1981	INGERSOLL-RAND FABRICATING SHOP	2210 MCALLISTER ROAD (77092)		HOUSTON	TX	Silber Pearlman	
9/11/1973	10/31/1980	INLAND STEEL CO.	PLANT #2, #3 OPEN HEARTH		EAST CHICAGO	IN		
8/16/1971	10/31/1980	INLAND STEEL CO.	HAMMOND WHSE or NO ADDRESS		EAST CHICAGO	IN		√
3/23/1973	10/31/1980	INSULATION & REFRACTORIES SERVICES, INC.	7859 HIGHWAY #70		MEMPHIS	TN		
5/29/1974	10/31/1980	INSULATION & REFRACTORIES SERVICES, INC.	P.O. BOX 28691		MEMPHIS	TN		
6/24/1976	10/31/1980	INSULATION & REFRACTORIES SERVICES, INC.	1041 GALLOWAY		MEMPHIS	TN		
12/8/1966	10/31/1980	INTERNATIONAL BUSINESS MACHINES CORP.	ATTN: H. HOPKINS		ENDICOTT	NY		√
6/14/1977	10/31/1980	INTERNATIONAL HARVESTER	1401 PERKINS AVE.		WAUKESHA	WI		
4/4/1967	10/31/1980	INTERNATIONAL HARVESTER CORP.	TORRENCE AVE. 112TH ST. GATE		CHICAGO	IL		
10/14/1970	10/31/1980	INTERNATIONAL NICKEL CO., THE			HUNTINGTON	WV		√
6/11/1974	10/31/1980	INTERNATIONAL PAPER CO.	LAKE SHORE RD.		TICONDEROGA	NY		
6/3/1975	10/31/1980	INTERNATIONAL PAPER CO.	SOUTHERN KRAFT DIV.	P.O.BOX 835	SPRINGHILL	LA		
6/11/1975	10/31/1980	INTERNATIONAL PAPER CO.	SOUTHERN KRAFT DIV.		GEORGETOWN	SC		
5/7/1976	10/31/1980	INTERNATIONAL PAPER CO.	LOUISIANA MILL STORE ROOM	705 COLLIER ST.	BASTROP	LA		

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6/18/1976	10/31/1980	INTERNATIONAL PAPER CO.	TICONDERGA MILL #10		TICONDEROGA	NY		
8/26/1976	10/31/1980	INTERNATIONAL PAPER CO.			JAY	ME		√
5/7/1975	10/31/1980	INTERNATIONAL PAPER CO.			BASTROP	LA		√
5/23/1975	10/31/1980	INTERNATIONAL PAPER CO.	P.O. BOX 7069; P.O. BOX 73349		PINE BLUFF	AR		
7/18/1975	10/31/1980	INTERNATIONAL PAPER CO.	P.O. BOX 311		NATCHEZ	MS		
1/1/1963	3/31/1978	INTERNATIONAL PAPER MILL	900 PAPER MILL RD.		MOBILE	AL	Baron & Budd	
4/2/1971	10/31/1980	IOLA POWER HOUSE	E. HENRIETTA RD.		ROCHESTER	NY		
5/16/1974	10/31/1980	IOWA PUBLIC SERVICE CO.	NEAL STATION, UNIT # 3, # 4	EBASCO SERVICES, INC.	SERGEANT BLUFF	IA		
6/11/1959	10/31/1980	IRON CITY INDUSTRIAL CLEANING CORP.	6640 FRANKSTOWN AVE.		PITTSBURGH	PA		
11/4/1968	10/31/1980	IRONTON METROPOLITAN HOUSING AUTHORITY	N. FIFTH ST.		IRONTON	OH		
12/16/1971	10/31/1980	ISLAND CREEK COAL CO.	PEVLER #1 MINE		INEZ	KY		
1/1/1961	3/31/1962	J&L Steel			Aliquippa	PA	Goldberg Persky	√
11/20/1959	10/31/1980	J.A. KOHLHEPP SONS	650 DU BOIS ST.		DU BOIS	PA		
2/22/1977	10/31/1980	J.F. HARRISON, INC.	5050 N. PORT WASHINGTON RD.	P.O. BOX 3711 A	MILWAUKEE	WI		
1/28/1965	10/31/1980	JIM JACKSON, CONTRACTOR	1601 REDSAMEN PARK RD.		LITTLE ROCK	AR		
1/1/1956	3/31/1981	JM HUBER CARBON BLACK PLANT	9300 NEEDLEPOINT ROAD (77521)		BAYTOWN	TX	Silber Pearlman	
6/3/1969	10/31/1980	JOHN GRAVES MEMORIAL HOSPITAL			GEORGETOWN	KY		√
4/27/1970	10/31/1980	JOHN J. MORONEY & CO.	2537 W. LEMOYNE ST.		MELROSE PARK	IL		
6/29/1971	10/31/1980	JOHN WHITSETT CO.	6864 SUMMER AVE.		MEMPHIS	TN		
1/1/1963	3/31/1976	JOHNS-MANVILLE PIPE PLANT	West Hwy 75 (75026)		DENISON	TX	Baron & Budd	
7/30/1974	10/31/1980	JONES & LAUGHLIN STEEL	PITTSBURGH WORKS, FOUNDRY BRICK SHED	2900 CARSON ST.	PITTSBURGH	PA		
12/11/1962	10/31/1980	JOSEPH TOYE CO.	315 BANK ST.		BRIDGETON	NJ		
1/1/1956	3/31/1981	KAISER ALUMINUM PLANT	4111 S 74TH EAST AVENUE (74145)		TULSA	OK	Silber Pearlman	
11/4/1971	10/31/1980	KAISER STEEL CORP.	MASONRY DEPT.		KAISER	CA		√
5/19/1965	10/31/1980	KEIL CHARCOAL CO., INC.	RETORT PLANT		DOLGEVILLE	NY		
1/1/1956	3/31/1978	KELLY AIR FORCE BASE	Building 2000 Kelly Air Force Base Rd. (78201)		SAN ANTONIO	TX	Baron & Budd	
1/1/1963	3/31/1981	KELLY SPRINGFIELD PLANT	13701 STATE HIGHWAY 31 WEST		TYLER	TX	Hissey, Baron & Budd	
1/1/1973	3/31/1977	KELSO SHIPYARD	6200 HARBORSIDE DRIVE		GALVESTON	TX	Hissey	
4/23/1964	10/31/1980	KENCROFT MALLEABLE CO., INC.	KENCROFT WAREHOUSE DIV.	373 HERTEL AV.	BUFFALO	NY		
4/6/1972	10/31/1980	KENTUCKY POWER COMPANY	BIG SANDY PLANT, UNIT #2	OPERATING DEPT.	LOUISA	KY		
1/5/1976	10/31/1980	KERR GLASS MFG CORP.	TANK #1		DUNKIRK	IN		
6/14/1971	10/31/1980	KESSELI & MORSE CO.	242 CANTERBURY ST.		WORCESTER	MA		
2/28/1972	10/31/1980	KESSELI & MORSE CO.	YARD 2 SIDING		WORCESTER	MA		
1/1/1967	3/31/1976	KEYSTONE STEEL & WIRE	7000 S. ADAM ST. (61641)		PEORIA	IL	Wise & Julian	
6/5/1970	10/31/1980	KIBBE'S SPECIALTY CONTRACTORS	359 E. SOUTHERN AVE.		S. WILLIAMSPORT	PA		
1/1/1967	3/31/1970	KILGORE CERAMICS	US HIGHWAY 259		KILGORE	TX	Hissey	
1/1/1956	3/31/1981	KIRBY LUMBER MILL	715 FM 92 (77656)		SILSBEE	TX	Silber Pearlman	
3/18/1964	10/31/1980	KRANTZ EXPRESS & WAREHOUSE	THEIR SIDING, 31 FRANKLIN ST.		EAST HARTFORD	CT		
7/2/1974	10/31/1980	L.S. CARTAGE CO.	6540 N. INDUSTRIAL RD.		MILWAUKEE	WI		
1/1/1961	3/31/1971	LA GLORIA GAS PLANT	1702 E. Commerce (75710)		TYLER	TX	Baron & Budd	
1/1/1966	3/31/1976	LACKLAND AIR FORCE BASE	1050 Lackland Afb (78236)		SAN ANTONIO	TX	Baron & Budd	
1/1/1960	3/31/1980	LACLEDE STEEL	5 CUT (62084)		ALTON	IL	Wise & Julian	
7/12/1971	10/31/1980	LATROBE STEEL			LATROBE	PA		√
1/1/1966	10/31/1980	LeTOURNEAU PLANT	2401 SOUTH HIGH ST.		LONGVIEW	TX	Baron & Budd	
1/1/1961	3/31/1972	LEVINGSTON SHIPBUILDING CO.	91 West Front Street (77630)		ORANGE	TX	Baron & Budd	
8/13/1959	10/31/1980	LEWISTOWN SMELTING & REFINING CO.			LEWISTOWN	PA		√
1/23/1969	10/31/1980	LIBERTY SCHOOL			WEIRTON	WV		√
8/10/1973	10/31/1980	LINDELL DROP FORGE	SOUTH LOGAN BLVD. & NYC RR		LANSING	MI		
2/5/1963	10/31/1980	LION OIL	EL DORADO REFINERY		EL DORADO	AR		
1/9/1962	10/31/1980	LOCHER BRICK			GLASGOW	VA		√

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Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
1/1/1967	3/31/1969	LOCKHEED SHIPYARD	2929 16th Ave West Harbor Island (98144)		SEATTLE	WA	Baron & Budd	
1/1/1961	3/31/1978	LONE STAR STEEL	1 SOUTH HWY. 259		LONE STAR	TX	Baron & Budd	
1/1/1956	3/31/1981	LONE STAR STEEL MILL	124 COUNTY ROAD 2303		LONE STAR	TX	Hissey	
6/17/1975	10/31/1980	LOUISVILLE FIRE BRICK WORKS	LOUISVILLE INDUSTRIAL CT.	7665 NATIONAL TURNPIKE	LOUISVILLE	KY		
1/1/1975	3/31/1976	LOWRY STEEL MILL			TEXAS CITY	TX	Hissey	√
1/1/1961	3/31/1976	LTV a/k/a CHANCE VOUGHT AIRGRAFT MANUFACTURING PLANT	1601 WEST MARSHALL DR.		GRAND PRAIRIE	TX	Baron & Budd	
1/1/1961	3/31/1962	LTV Steel (fka J&L / Republic) - Hazelwood			PITTSBURGH	PA	Goldberg Persky	√
1/1/1961	3/31/1962	LTV Steel (fka J&L Steel / Republic Steel)			YOUNGSTOWN	OH	Goldberg Persky	√
1/1/1965	3/31/1966	LTV Steel (fka J&L Steel / Republic Steel)			Canton	OH	Goldberg Persky	√
1/1/1965	3/31/1966	LTV Steel (fka J&L Steel / Republic Steel)			MASSILLON	OH	Goldberg Persky	√
1/1/1961	3/31/1962	LTV Steel (fka J&L Steel)			Aliquippa	PA	Goldberg Persky	√
1/1/1961	3/31/1962	LTV Steel (fka J&L Steel) - South Side Plant			PITTSBURGH	PA	Goldberg Persky	√
8/24/1977	10/31/1980	LUBBOCK POWER & LIGHT SYSTEM	HOLLY AVE. STATION		LUBBOCK	TX		
1/1/1957	3/31/1981	LUFKIN FOUNDRY/INDUSTRY & MACHINE COMPANY	610 SOUTH RAGUET ST. (75904)		LUFKIN	TX	Silber Pearlman, Baron & Budd	
1/1/1956	3/31/1981	LUFKIN INDUSTRIES PLANT	407 KILN STREET (75904)		LUFKIN	TX	Silber Pearlman	
2/13/1959	10/31/1980	LUMMUS CO.			NEW YORK	NY		√
7/18/1967	10/31/1980	LUMMUS CO.			NEWARK	NJ		√
1/7/1970	10/31/1980	M.J. KELLY CO.	234 WYTHE AVE.		BROOKLYN	NY		
10/15/1971	10/31/1980	MACKEY REFRACTORY SALES & SERVICE	206 ROSS PLACE	P.O. BOX 724	WESTFIELD	NJ		
12/3/1971	10/31/1980	MACKEY REFRACTORY SALES & SERVICE	463 E. FIRST AVE.		ROSELLE	NJ		
1/1/1963	3/31/1972	MAGNOLIA-SOCONY-MOBILE- BRITISH (BP) OIL REFINERY & CHEMICAL PLANT	11432 US Highway 90, (77713)		BEAUMONT	TX	Baron & Budd	
1/1/1961	3/31/1962	Malleable Iron - General Motors Saginaw Foundry			Saginaw	MI	Goldberg Persky	√
2/4/1969	10/31/1980	MANCHESTER & HUDSON CO.	THEIR SIDING		CRANSTON	RI		
1/1/1968	3/31/1978	MARATHON LE TOURNEAU	2400 McArthur Drive (75602)		LONGVIEW	TX	Baron & Budd	
1/1/1961	3/31/1981	MARATHON LE TOURNEAU STEEL MILL	2401 SOUTH HIGH ST.		LONGVIEW	TX	Hissey	
1/1/1964	3/31/1981	MARATHON MORCO PLANT	FT OF 10 STREET (77590)		TEXAS CITY	TX	Silber Pearlman	
1/1/1965	3/31/1981	MARATHON MORCO PLANT	4401 PARK AVE (77539)		DICKINSON	TX	Silber Pearlman	
1/1/1961	3/31/1962	Marathon Oil Company			Detriot	MI	Goldberg Persky	√
1/1/1961	3/31/1981	MARATHON OIL REFINERY	BOX 227 (77456)		MARKHAM	TX	Silber Pearlman	
3/7/1972	10/31/1980	MARATHON WAREHOUSE	8233 WEST WARREN		DEARBORN	MI		
5/3/1971	10/31/1980	MARTHENS CO., THE	204 38TH ST.		MOLINE	IL		
1/1/1968	3/31/1972	MARTINAC BOATBLDG. SHIPYARD	401 E. 15TH		TACOMA	WA	Baron & Budd	
1/1/1956	3/31/1981	MAXWELL HOUSE COFFEE PLANT	3900 HARRISBURG BLVD (77003)		HOUSTON	TX	Silber Pearlman, Baron & Budd	
1/1/1969	3/31/1970	MAY ALUMINUM PLANT	902 GLADYS STREET (77437)		EL CAMPO	TX	Silber Pearlman	
3/8/1976	10/31/1980	MCDONALD REFRACTORIES INC.			NORTH SCITUATE	RI		√
1/1/1966	3/31/1978	MCGUIRE NUCLEAR PLANT	12700 Hagers Ferry Road (28078)		HUNTERSVILLE	NC	Baron & Budd	
11/12/1963	10/31/1980	MCLOUTH STEEL CORP.			TRENTON	MI		√
5/24/1966	10/31/1980	MCLOUTH STEEL CORP.	OXYGEN PROCESS DEPT.		TRENTON	MI		
1/1/1967	3/31/1969	MCMILLIAN PAPER MILL	36737 AL Highway 10 (36769)		PINE HILL	AL	Baron & Budd	
1/17/1972	10/31/1980	MCSWEENEY'S MILL & MINE SERVICE	SOLIDA RD.		SOUTH POINT	OH		
2/7/1973	10/31/1980	MESTA MACHINE CO.			HOMESTEAD	PA		√
1/1/1956	3/31/1977	METHODIST HOSPITAL	6501 Fannin St. (77030)		HOUSTON	TX	Baron & Budd	
10/7/1963	10/31/1980	MET-L-AID, INC.	3478 HENDRICKS		DETROIT	MI		
6/15/1964	10/31/1980	MICHIGAN STATE UNIVERSITY			EAST LANSING	MI		√
5/16/1977	10/31/1980	MIDLAND ROSS CORP.	SURFACE COMB. DIV.		TOLEDO	OH		
9/9/1960	10/31/1980	MILAN BOX CO.			MILAN	TN		√
9/21/1965	10/31/1980	MILSTEAD BOILER & ENGINE CO.	205 FLORIDA AVE.		LYNCHBURG	VA		
11/25/1966	10/31/1980	MILTON MANUFACTURING	SUBSIDIARY OF CECO CORP.		MILTON	PA		
2/21/1973	10/31/1980	MISSOURI METAL SHAPING CO.	9970 PAGE BLVD.		ST. LOUIS	MO		
5/7/1974	10/31/1980	MISSOURI PUBLIC SERVICE			SIBLEY	MO		√

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1/1/1956	3/31/1957	MOBIL CHEMICAL PLANT	HIGHWAY 90		BEAUMONT	TX	Hissey	
4/26/1963	10/31/1980	MOBIL OIL CO.	503 ELK ST.		BUFFALO	NY		
12/3/1963	10/31/1980	MOBIL OIL CO.	BUFFALO REFINERY	503 ELK ST., GATE #7	BUFFALO	NY		
1/1/1957	3/31/1981	MOBIL OIL REFINERY	1795 BURT (77707)		BEAUMONT	TX	Silber Pearlman	
1/1/1963	3/31/1965	MOBILE SHIP REPAIR	1920 BAY BRIDGE ROAD CUT		MOBILE	AL	Baron & Budd	
4/5/1966	10/31/1980	MONONGAHELA POWER	D.F. SUMMERS	WILLOW ISLAND POWER STATION	WILLOW ISLAND	WV		
1/1/1965	3/31/1978	MONSANTA/SOLUTIA CHEMICAL PLANT	FM 2917 (77577)		ALVIN	TX	Baron & Budd	
3/23/1962	10/31/1980	MONSANTO CHEMICAL CO.	BUILDING #17 RECEIVING DEPT.		EVERETT	MA		
6/21/1977	10/31/1980	MONSANTO CHEMICAL CO.			LULING	LA		√
1/1/1956	3/31/1981	MONSANTO CHEMICAL PLANT	FM RD 2917 (77512)		ALVIN	TX	Silber Pearlman	
1/1/1956	3/31/1981	MONSANTO CHEMICAL PLANT			TEXAS CITY	TX	Silber Pearlman	√
3/8/1971	10/31/1980	MOORE DROP FORGING	PLANT NO. 1, BIRNIE AVE.		SPRINGFIELD	MA		
5/27/1976	10/31/1980	MORGAN CONSTRUCTION CO.	NO ADDRESS					√
1/1/1961	3/31/1978	MOTOROLA PLANT	6501 WILLIAM CANNON DR. W. (78735)		AUSTIN	TX	Baron & Budd	
5/10/1976	10/31/1980	N.J. MATTSON CO.			CHICAGO	IL		√
1/1/1966	3/31/1976	NABISCO COOKIE PLANT	1400 Murphy Avenue Southwest (30310)		ATLANTA	GA	Baron & Budd	
1/1/1961	3/31/1981	NALCO CHEMICAL PLANT	7701 HIGHWAY 90A (77487)		SUGARLAND	TX	Silber Pearlman	
1/1/1967	3/31/1969	NALCO CHEMICAL PLANT	2322 CR 229 (77541)		FREEPORT	TX	Silber Pearlman	
1/1/1962	3/31/1981	NASA SPACE CENTER	2101 NASA PARKWAY (77058)		HOUSTON	TX	Baron & Budd, Silber Pearlman	
1/1/1968	3/31/1972	NASSCO SHIPYARD	2798 Harbor Drive (92113)		SAN DIEGO	CA	Baron & Budd	
10/15/1962	10/31/1980	NATIONAL FORGE CO.			IRVINGTON	PA		√
1/1/1963	3/31/1976	NATIONAL GYPSUM PLANT	Interstate 10 East (36630)		MOBILE	AL	Baron & Budd	
1/23/1969	10/31/1980	NATIONAL INCINERATOR CORP.			WEIRTON	WV		√
1/1/1956	3/31/1981	NATIONAL TANK FABRICATING SHOP	10910 E 55TH PLACE (74146)		TULSA	OK	Silber Pearlman	
11/22/1972	10/31/1980	NATIONAL ZINC CO.	SMELTER DIV.		BARTLESVILLE	OK		
3/5/1975	10/31/1980	NEVADA POWER CO.	REID GARDNER UNIT #3		MOAPA	NV		
10/1/1963	10/31/1980	NEW BEDFORD DEFENSE PRODUCTS	KING ST.		NEW BEDFORD	MA		
1/1/1964	3/31/1976	NEW ORLEANS SHIPYARD	8400 RIVER RD.		WAGGAMAN	LA	Baron & Budd	
1/1/1961	3/31/1967	NEWPORT NEWS SHIPYARD	39TH & WARWICK BLVD.		NEWPORT NEWS	VA	Baron & Budd	
6/9/1978	10/31/1980	NEWTON FALLS PAPER CO.			NEWTON FALLS	NY		√
5/9/1977	10/31/1980	NIAGARA MOHAWK POWER CORP.	161 WEST SCHUYLER ST.		OSWEGO	NY		
10/23/1973	10/31/1980	NIAGARA POWER CO.			OSWEGO	NY		√
1/1/1956	3/31/1981	NIBCO FOUNDRY	723 S FREDONIA STREET (75961)		NACAGDOCHES	TX	Hissey, Silber Pearlman	
3/31/1971	10/31/1980	NICHOLS ENGINEERING & RESEARCH CORP.			NEW ORLEANS & ALGIERS	LA		√
1/4/1977	10/31/1980	NICHOLS ENGINEERING & RESEARCH CORP.			INDIANAPOLIS	IN		√
9/27/1962	10/31/1980	NOAH M. SIMMONS CO.	5341 ENGLISH AVE.		INDIANAPOLIS	IN		
10/26/1973	10/31/1980	NOCK FIREBRICK CO., THE	1243 E. 55TH ST.		CLEVELAND	OH		
7/24/1968	10/31/1980	NORTH AMERICAN ROCKWELL CORP.	SPRING DIVISION	FURNACE STREET	NEW CASTLE	PA		
3/23/1978	10/31/1980	NORTHERN INDIANA PUBLIC SERVICE CO.	ROLLIN M. SCHAHFER GENERATING STATION	STATE RD. 49 @ COUNTY RS. 1400N	WHEATFIELD	IN		
10/28/1965	10/31/1980	NORTHWESTERN STEEL & WIRE CO.	PLANT #2		STERLING	IL		
1/1/1956	3/31/1981	NUECES BAY POWER PLANT	539 S CARANCAHUA (78401)		CORPUS CHRISTI	TX	Silber Pearlman	
1/1/1956	3/31/1981	OCCIDENTAL CHEMICAL PLANT	1000 TIDAL ROAD (77536)		DEER PARK	TX	Silber Pearlman	
12/12/1966	10/31/1980	OHIO EDISON CO.	TORONTO PLANT		TORONTO	OH		
10/20/1965	10/31/1980	OHIO EDISON CO.	147 BELMONT AVE.	NILES PLANT	NILES	OH		
12/1/1961	10/31/1980	OHIO EDISON CO.	W.H. SAMMIS PLANT		STRATTON	OH		
6/30/1966	10/31/1980	OHIO POWER CO.	MUSKINGUM RIVER STATION		BEVERLY	OH		
6/22/1965	10/31/1980	OHIO POWER CO.	KAMMER PLANT		CRESAP	WV		
10/25/1971	10/31/1980	OHIO POWER CO.	MITCHELL PLANT		CRESAP	WV		
3/27/1969	10/31/1980	OHIO POWER CO.			PHILO	OH		√

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11/21/1974	10/31/1980	OHIO VALLEY ELECTRIC	KYGER CREEK PLANT	GALLIA COUNTY	CHESHIRE	OH		
1/1/1961	3/31/1972	OLIN CHEMICAL PLANT	960 S 1-10 (70602)		LAKE CHARLES	LA	Silber Pearlman	
1/1/1961	3/31/1962	Olin Matheson/Ormet/Conalco			Hannibal	OH	Goldberg Persky	√
1/1/1963	3/31/1978	OLIN MATHIESON	900A INTERSTATE 10 WEST		LAKE CHARLES	LA	Baron & Budd	
8/10/1972	10/31/1980	OLIN MATHISON CHEMICAL	ACID PLANT		LITTLE ROCK	AR		
3/22/1975	10/31/1980	OLINKRAFT INC.	WEST MONROE MILL		WEST MONROE	LA		
11/18/1975	10/31/1980	OLIVER REFRACTORY, INC.	821 POPLAR ST.		ST. ALBANS	WV		
2/15/1965	10/31/1980	OLIVETTE-UNDERWOOD CORP.	531 CAPITAL AVE.		HARTFORD	CT		
7/10/1969	10/31/1980	OLSON-LAWYER LUMBER CO.			MEDFORD	OR		√
6/22/1966	10/31/1980	O'MAC CO.	145 W. OGDEN ST.		CAPRON	IL		
1/1/1965	3/31/1976	OMNI SPORTS ARENA	100 TECHWOOD DR., NW		ANTLANTA	GA	Baron & Budd	
1/1/1965	1/29/1981	ONE MAIN PLACE	2050 NORTH STEMMONS FWY.		DALLAS	TX	Baron & Budd	
5/28/1964	10/31/1980	ONEIDA COUNTY BOILER WORKS	611 MORTIMER ST.		UTICA	NY		
4/20/1965	10/31/1980	ORANGE & ROCKLAND UTILITIES	BOILER #1 LOVETT STATION		TOMKINS COVE	NY		
1/1/1965	3/31/1976	OREGON STEEL FOUNDRY	9040 North Burgard Way (97203)		PORTLAND	OR	Baron & Budd	
1/1/1961	3/31/1962	Ormet			Hannibal	OH	Goldberg Persky	√
12/28/1965	10/31/1980	OWENS ILLINOIS FIBERGLASS CORP.			WAXAHACHIE	TX		√
9/26/1975	10/31/1980	OWENSBORO MUNICIPAL UTILITIES	4301 HARPENSBURG RD.		OWENSBORO	KY		
4/15/1965	10/31/1980	OWENS-CORNING FIBERGLASS CORP.			AIKEN	SC		√
8/23/1961	10/31/1980	OWENS-ILLINOIS INC.			BIG ISLAND	VA		√
1/1/1956	3/31/1957	PACIFIC NORTHWEST PIPE LINE	RANGELY COMPRESSOR STATION		RANGELY	CO	Hissey	
1/1/1956	3/31/1957	PAN AMERICAN OIL REFINERY	2401 FIFTH AVENUE SOUTH		TEXAS CITY	TX	Hissey	
1/1/1963	3/31/1978	PANTEX REFINERY	FM 2373 RD. & HWY. 60 EAST		AMARILLO	TX	Baron & Budd	
1/1/1961	3/31/1976	PARKLAND HOSPITAL	5201 HARRY HINES BLVD.		DALLAS	TX	Baron & Budd	
9/30/1966	10/31/1980	PENNSYLVANIA ELECTRIC	SAXTON POWER PLANT		SAXTON	PA		
11/29/1961	10/31/1980	PENNSYLVANIA ELECTRIC	ATTN: F.E. WOOD	POWER HOUSE	SEWARD	PA		
5/9/1975	10/31/1980	PENNSYLVANIA ELECTRIC CO.	HOMER CITY POWER PLANT		HOMER CITY	PA		
12/3/1970	10/31/1980	PENNSYLVANIA POWER & LIGHT	MONTOUR STEAM ELECTRIC STATION	UNIT # 2 EBASCO SERVICES, INC. AGENT	STRAWBERRY RIDGE	PA		
1/31/1973	10/31/1980	PENNSYLVANIA POWER & LIGHT			SUNBURY	PA		√
6/17/1970	10/31/1980	PENNSYLVANIA POWER & LIGHT	MONTOUR STEAM ELECTRIC STATION	UNIT # 1 EBASCO SERVICES, INC. AGENT	WASHINGTONVILLE	PA		
10/18/1977	10/31/1980	PENNSYLVANIA POWER CO.	CONSTRUCTION DEPT., FIELD OFFICE	BRUCE MANSFIELD PLANT, UNIT #3	SHIPPINGPORT	PA		
1/1/1956	3/31/1957	PENNSYLVANIA SHIPYARD	850 NORTH PINE		BEAUMONT	TX	Hissey	
6/2/1972	10/31/1980	PERMANENT CASTINGS			HOT SPRINGS	AR		√
3/26/1970	10/31/1980	PETER COOPER INDUSTRIES			TONAWANDA	NY		√
1/1/1956	3/31/1981	PETRO-TEX CHEMICAL PLANT	8600 PARK PLACE BLVD (77017)		HOUSTON	TX	Silber Pearlman, Baron & Budd	
8/19/1965	10/31/1980	PFAUDLER CO., THE	1000 WEST AVE.	#11 FURNACE	ROCHESTER	NY		
5/26/1965	10/31/1980	PFAULDER PERMUTIT CORP.	1000 WEST AVE.		ROCHESTER	NY		
6/15/1972	10/31/1980	PFIZER INC.			GIBSONBURG	OH		√
1/1/1958	3/31/1981	PHELPS DODGE COPPER REFINERY & ROD MILL	6999 N LOOP DRIVE (79915)		EL PASO	TX	Silber Pearlman, Baron & Budd	
11/10/1967	10/31/1980	PHILADELPHIA ELECTRIC CO.	DELAWARE & LEWIS ST.		PHILADELPHIA	PA		
1/1/1959	3/31/1981	PHILIP CAREY MANUFACTURING PLANT	1400 N POAST OAK ROAD (77055)		HOUSTON	TX	Silber Pearlman	
1/1/1956	3/31/1981	PHILIPS 66 OIL REFINERY	1000 N FARM ROAD (77463)		OLD OCEAN	TX	Silber Pearlman	
1/1/1963	3/31/1976	PHILLIPS "66" OIL REFINERY	200 Jefferson Rd (77506)		PASADENA	TX	Baron & Budd	
1/1/1980	3/31/1981	PHILLIPS 66 REFINERY	HIGHWAY 524		SWEENEY	TX	Hissey	
1/1/1956	3/31/1981	PHILLIPS CHEMICAL PLANT	1400 JEFFERSON ROAD (77501)		PASADENA	TX	Silber Pearlman	
1/1/1963	3/31/1978	PHILLIPS OIL REFINERY	300 W 6th St (79007)		BORGER	TX	Baron & Budd	
6/12/1972	10/31/1980	PHILLIPS PETROLEUM CO.	DRAWER H	ATTN: A.R. MCKNIGHT	SNACKOVER	AR		
1/1/1956	10/31/1980	PHILLIPS REFINERY	1400 JEFFERSON ROAD (77501)		PASADENA	TX	Silber Pearlman	
12/2/1969	10/31/1980	PIERCE GLASS CO., THE			PORT ALLEGANY	PA		√

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1/1/1970	3/31/1977	PITTSBURGH PLATE AND GLASS AKA P.P.G. CHEMICAL PLANT	1300 PPG Drive (70602)		LAKE CHARLES	LA	Baron & Budd	
7/25/1977	10/31/1980	PLEASANTS POWER STATION	UNIT #1		WILLOW ISLAND	WV		
9/28/1976	10/31/1980	PONCA CITY POWER STATION	STEAM UNIT #2, MUNICIPAL SERVICE CENTER	1400 UNION ST.	PONCA CITY	OK		
1/1/1964	3/31/1967	PONTIAC REFINERY	3400 Lawrence Dr. (78408)		CORPUS CHRISTI	TX	Baron & Budd	
1/1/1956	3/31/1981	PORT HOUSTON IRON WORKS SHIPYARD	111 EAST LOOP NORTH (77252)		HOUSTON	TX	Silber Pearlman	
6/9/1976	10/31/1980	PORTER-HAYDEN	P.O. BOX 476		EDISON	NJ		
11/18/1976	10/31/1980	POTLATCH CORP.	PLANT SITE	NEAR CYPRESS BEND	DESHA COUNTY	AR		
4/3/1970	10/31/1980	PPG INDUSTRIES	WORKS #11		MT VERNON	OH		
5/14/1975	10/31/1980	PPG INDUSTRIES	INDUSTRIAL CHEMICAL DIV.	P.O. BOX 31	BARBERTON	OH		
9/27/1972	10/31/1980	PRATT & WHITNEY, ANDREW WILGOOSE LABORATORY	KENT RD. (ANDREW WILGOOSE LABORATORY)	400 MAIN ST., GATE 41, DOCK WALSH, DEPT. 10 (PRATT & WHITNEY)	EAST HARTFORD	CT		
1/1/1967	3/31/1980	PROLER STEEL PLANT	7501 WALLISVILLE (77020)		HOUSTON	TX	Silber Pearlman	
4/5/1976	10/31/1980	PUBLIC SERVICE ELECTRIC & GAS CO.	HUDSON GENERATING STATION 536702	DUFFIELD & VAN KEUREN AVE.	JERSEY CITY	NJ		
12/26/1973	10/31/1980	PUBLIC SERVICE OF INDIANA, INC.	GIBSON GENERATING STATION, UNIT #2		PRINCETON	IN		
1/15/1974	10/31/1980	PUBLIC SERVICE OF INDIANA, INC.	GIBSON GENERATING STATION, UNIT #2		MOUNT CARMEL	IL		
3/13/1975	10/31/1980	PUBLIC SERVICE OF INDIANA, INC.	GIBSON GENERATING STATION, UNIT #1	2 MILES SOUTH OF STATE RD. #64 & 8 MILES WEST OF PRINCETON	PRINCETON	IN		
1/1/1966	3/31/1973	PUGET SOUND NAVAL SHIPYARD	1400 FARRAGUT AVENUE		BREMERTON	WA	Baron & Budd	
1/1/1956	3/31/1981	PURE OIL REFINERY	FM HIGHWAY 366	N-SIDE NEAR SH 347	NEDERLAND	TX	Hissey, Silber Pearlman	
1/1/1962	3/31/1981	QUALITY ELECTRIC STEEL CASTING PLANT			HOUSTON	TX	Silber Pearlman	√
1/22/1970	10/31/1980	R.C.A. CORP.			CIRCLEVILLE	OH		√
1/1/1965	3/31/1968	RAMSEY STEEL COMPANY	4137 Rosa Ave. (79923)		EL PASO	TX	Baron & Budd	
1/1/1956	3/31/1978	RANDOLPH AIR FORCE BASE	1 Washiington Circle Randolph AFB (78150)		SAN ANTONIO	TX	Baron & Budd	
1/1/1963	3/31/1976	RAYONIER PAPER MILL	4470 Savannah Hwy., (31545)		JESSUP	GA	Baron & Budd	
1/1/1961	3/31/1976	RED RIVER ARMY DEPOT	HWY. 82 WEST		TEXARKANA	TX	Baron & Budd	
1/1/1961	3/31/1978	RED STONE ARSENAL	3305 Redstone Army (35808)		HUNTSVILLE	AL	Baron & Budd	
1/1/1956	3/31/1981	REED TOOL PLANT	1525 BLALOCK ROAD (77080)		HOUSTON	TX	Silber Pearlman	
1/1/1969	3/31/1970	REED-NAKER-CAMBO OILFIELD TOOLS PLANT (ROLLER BIT)	7030 ARDMORE		HOUSTON	TX	Baron & Budd	
2/12/1970	10/31/1980	REFRACTORY HANDLING	308 ANTOINE ST.		WYANDOTTE	MI		
12/7/1959	10/31/1980	REFRACTORY SERVICE	4431 BAINBRIDGE BLVD.		NORFOLK	VA		
8/25/1969	10/31/1980	REPUBLIC GLASS CORP.			SAN FRANCISCO	CA		√
1/1/1956	3/31/1957	REPUBLIC OIL REFINERY	1320 LOOP 197 SOUTH		TEXAS CITY	TX	Hissey	
5/18/1965	3/31/1966	REPUBLIC STEEL	MASON DEPT.	STEEL WORKS	MASSILLON	OH	Goldberg Persky	
4/26/1965	10/31/1980	REPUBLIC STEEL	MASON DEPT.	1175 S. PARK AVE.	BUFFALO	NY		
7/24/1968	10/31/1980	REPUBLIC STEEL	COKE PLANT OVEN DEPT.	GATE #3	WARREN	OH		
4/28/1964	10/31/1980	REPUBLIC STEEL CORP.	3175 INDEPENDENCE ROAD	OPEN HEARTH DEPT.	CLEVELAND	OH		
4/15/1965	10/31/1980	REPUBLIC STEEL CORP.			CANTON	OH		√
1/1/1961	3/31/1962	Republic Steel/LTV Steel			YOUNGSTOWN	OH	Goldberg Persky	√
10/14/1963	10/31/1980	RESCO PRODUCTS, INC.	COOK CO. WAREHOUSE		MALVERN	AR		
10/28/1974	10/31/1980	RESERVE MINING CO.	NORSHORE JUNCTION		SILVER BAY	MN		
9/4/1964	10/31/1980	REX CLAY PRODUCTS CO.	1109 DECKER W. RD.		WALLED LAKE	MI		
5/29/1963	10/31/1980	REYNOLDS & DRAPER LUMBER	JUNCTION CITY HIGHWAY		EL DORADO	AR		
1/1/1966	3/31/1978	REYNOLDS ALUMINUM PLANT	5100 NORTHEAST SUNDIAL RD.		TROUTDALE	OR	Baron & Budd	
1/1/1956	3/31/1979	REYNOLDS ALUMINUM PLANT	3501 W VAN BUREN (85009)		PHOENIX	AR	Silber Pearlman	
1/1/1956	3/31/1981	REYNOLDS ALUMINUM PLANT	HWY 67		GUM SPRINGS	AR	Silber Pearlman	
1/1/1965	3/31/1981	REYNOLDS ALUMINUM PLANT	3201 S REYNOLDS ROAD (72011)		BAUXITE	AR	Silber Pearlman	
1/1/1956	3/31/1981	REYNOLDS METALS ALUMINUM PLANT	3201 S REYNOLDS ROAD (72011)		BAUXITE	AR	Silber Pearlman	
1/1/1956	3/31/1981	REYNOLDS METALS ALUMINUM PLANT	3501 W VAN BUREN (85009)		PHOENIX	AZ	Silber Pearlman	
1/1/1956	3/31/1981	REYNOLDS METALS ALUMINUM PLANT	HWY 67		GUM SPRINGS	AR	Silber Pearlman	

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Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
1/1/1956	3/31/1981	REYNOLDS METALS ALUMINUM PLANT	500 E REYNOLDS (71923)		ARKADELPHIA	AR	Silber Pearlman	
1/1/1962	3/31/1981	REYNOLDS METALS ALUMINUM PLANT	FRONT & LLOYD STREET (10913)		CHESTER	PA	Silber Pearlman	
5/11/1967	10/31/1980	REYNOLDS METALS CO.	SOUTH GRASSE RIVER RD.		MASSENA	NY		
6/29/1970	10/31/1980	REYNOLDS METALS CO.	SHEFFIELD WAREHOUSE	TRACK 1-10	SHEFFIELD	AL		
3/24/1966	10/31/1980	REYNOLDS METALS CO.	ALLOYS SPECIAL CONSTRUCTION	ALLOYS PLANT	LISTERHILL	AL		
1/1/1961	3/31/1978	REYNOLDS METALS CO. (SHERWIN PLANT)	HWY. 361		GREGORY	TX	Baron & Budd	√
1/1/1961	3/31/1978	REYNOLDS METALS- SAN PATRICIO PLANT	State Highway 35 at Route 351 (78359)		GREGORY	TX	Baron & Budd	
1/1/1956	3/31/1981	RHEEM MANUFACTURING PLANT	1025 LOCKWOOD		HOUSTON	TX	Silber Pearlman	
7/7/1971	10/31/1980	RICHARDSON LUMBER & CONSTRUCTION	22 CHARLES ST.		SHINNSTON	WV		
1/1/1963	3/31/1977	RICHMOND FOUNDRY	126 COLLINS ROAD (77469)		RICHMOND	TX	Silber Pearlman	
5/19/1976	10/31/1980	RIMCOR, INC.			BASTROP	LA		√
1/1/1958	3/31/1981	RIO GRANDE POWER PLANT	100 N STANTON ST (79901)		EL PASO	TX	Silber Pearlman	
1/2/1962	10/31/1980	ROANOKE WEBSTER BRICK COMPANY			WEBSTER	VA		√
8/31/1971	10/31/1980	ROCHESTER GAS & ELECTRIC	MILL STREET BEE BEE STATION		ROCHESTER	NY		
1/1/1957	3/31/1981	ROCK WOOL MANUFACTURING PLANT	600 OLD SMELTER ROAD (81003)		PUEBLO	CO	Silber Pearlman	
12/5/1960	10/31/1980	ROCKWELL STANDARD	SPRING DIV.	FURNACE STREET	NEW CASTLE	PA		
1/1/1974	3/31/1978	ROHM & HAAS CHEMICAL PLANT	6600 LA PORTE HIGHWAY		DEER PARK	TX	Hissey	
1/1/1956	3/31/1968	ROHM & HAAS CHEMICAL PLANT	6600 LA PORTE HIGHWAY (77536)		DEER PARK	TX	Silber Pearlman	
4/9/1973	10/31/1980	ROHM & HAAS CO. PROJECT	CAMPGROUND RD.		LOUISVILLE	KY		
9/24/1975	10/31/1980	ROHNER GEHRIG CO.	C/O SPANISH LINE, SHED 292	FOR VESSEL VALVANUZ	PORT NEWARK	NJ		
5/21/1976	10/31/1980	ROSE FUEL & MATERIALS, INC.	513 E. MADISON ST.		SOUTH BEND	IN		
7/25/1972	10/31/1980	RUSSELL ALUMINUM CORP.	KEY FIELD		MERIDIAN	MS		
6/11/1971	10/31/1980	S. MARGOLIS & CO.	EIGHTH & WASHINGTON AVE.		PHILADELPHIA	PA		
1/1/1970	3/31/1976	SAM GIDEON STEAM POWER PLANT	257 POWER PLANT ROAD		BASTROP	TX	Hissey	
1/1/1963	3/31/1974	SAMFORD UNIVERSITY	800 LAKE SHORE DR.		BIRMINGHAM	AL	Baron & Budd	
7/29/1966	10/31/1980	SAMUEL GREENFIELD CO.	31 STONE ST.		BUFFALO	NY		
10/12/1976	10/31/1980	SANDY CREEK CORP.	621 SNIVELY AVE.		ELOISE	FL		
11/3/1965	10/31/1980	SANITARY MILK CO.			CURWENSVILLE	PA		√
1/1/1956	3/31/1974	SANTA FE RAILROAD FACILITY	100 WOODARD AVENUE SOUTHEAST (87102)		ALBERQUE	NM	Silber Pearlman	
1/1/1963	3/31/1976	SCOTT PAPER MILL	Bay Bridge Road (36602)		MOBILE	AL	Baron & Budd	
1/1/1961	3/31/1962	Sharon Steel			Sharon	PA	Goldberg Persky	√
1/1/1963	3/31/1964	Sharon Steel			Farrell	PA	Goldberg Persky	√
1/1/1962	3/31/1969	SHARPSTOWN MALL	7500 Bellaire Blvd (77036)		HOUSTON	TX	Baron & Budd	
1/1/1956	3/31/1981	SHEFFIELD STEEL MILL	13100 INDUSTRIAL ROAD (77015)		HOUSTON	TX	Silber Pearlman	
4/5/1967	10/31/1980	SHELL CHEMICAL CO.			BELPRE	OH		√
1/1/1956	3/31/1970	SHELL CHEMICAL PLANT	5900 HWY. 225 (77536)		DEER PARK	TX	Silber Pearlman	
1/1/1956	3/31/1976	SHELL OIL & CHEMICAL REFINERY	5900 HWY. 225		DEER PARK	TX	Baron & Budd, Silber Pearlman	
6/15/1970	10/31/1980	SHELL OIL CO.	MARTINEZ REFINERY		MARTINEZ	CA		
1/1/1960	3/31/1980	SHELL OIL COMPANY	915 S. CENTRAL (62095)		ROXANA	IL	Wise & Julian	
1/1/1956	3/31/1981	SHELL OIL REFINERY & CHEMICAL PLANT	5900 HWY. 225 (77536)		DEER PARK	TX	Baron & Budd, Hissey, Silber Pearlman	
1/1/1963	3/31/1966	SHEPARD AIR FORCE BASE	596 Sheppard Afb (76311)		SHEPPARD AFB	TX	Baron & Budd	
1/1/1963	3/31/1969	SINCLAIR ATLANTIC-RICHFIELD (ARCO) OIL REFINERY	1313 West Pasadena Freeway (77506)		PASADENA	TX	Baron & Budd	
1/1/1962	3/31/1973	SINCLAIR OIL REFINERY	12000 LAWNDAL		HOUSTON	TX	Hissey	
1/1/1956	3/31/1964	SINCLAIR-COPPERS CHEMICAL PLANT	GREENSPORT INDUSTRIAL PARK (77015)		HOUSTON	TX	Silber Pearlman	
6/30/1971	10/31/1980	SITKIN METAL TRADING, INC.	MAITLAND		LEWISTOWN	PA		
7/11/1961	10/31/1980	SKANDIA CO.	708 SEVENTH ST.		ROCKFORD	IL		
10/5/1965	10/31/1980	SOHIO CHEMICAL	CORNER OF FT. AMANDA RD. & ADGATE RD.		LIMA	OH		
5/7/1963	10/31/1980	SOUTHERN OHIO FABRICATORS, INC.	10333 WAYNE ST.		CINCINNATI	OH		
1/1/1961	3/31/1978	SOUTHERN PACIFIC RAILROAD	1800 Billy Casper Drive El Paso, TX 79936		EL PASO	TX	Baron & Budd	
1/1/1956	3/31/1981	SOUTHERN PACIFIC RAILROAD FACILITY	700 SAN FRANCISCO STREET (79901)		EL PASO	TX	Silber Pearlman, Baron & Budd	

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1/1/1956	3/31/1981	SOUTHERN PACIFIC ROUNDHOUSE	808 TRAVIS		HOUSTON	TX	Silber Pearlman	
1/1/1956	3/31/1981	SOUTHLAND/INTERNATIONAL/CHAMPION PAPERMILL	2915 ATKINSON DRIVE (75901)		LUFKIN	TX	Silber Pearlman, Baron & Budd	
1/1/1965	3/31/1981	SOUTHWEST CHEMICAL & PLASTICS PLANT	9402 STRANGE ROAD (77536)		DEER PARK	TX	Silber Pearlman	
1/1/1971	3/31/1978	SOUTHWESTERN BELL BLDGS.	3303 WESLAYAN		HOUSTON	TX	Baron & Budd	
1/1/1958	3/31/1981	SOUTHWESTERN PORTLAND CEMENT PLANT	2825 W PAISANO DRIVE (79922)		EL PASO	TX	Silber Pearlman	
3/4/1975	10/31/1980	SPARTAN ALUMINUM PRODUCTS, INC.	CO: 13670		SPARTA	IL		
8/12/1966	10/31/1980	SPECIALTY SAND & REFRACTORIES	2727 LUDELL ST.	JAMESTOWN SPUR	FORT WORTH	TX		
2/12/1976	10/31/1980	SQUARE BUTTE ELECTRIC			CENTER	ND		√
10/28/1969	10/31/1980	SQUARE D. CO.	4500 LEE RD.		CLEVELAND	OH		
1/1/1956	3/31/1977	ST. LUKE'S HOSPITAL	6720 Bertner Ave. (77030)		HOUSTON	TX	Baron & Budd	
1/1/1963	3/31/1976	ST. REGIS a/k/a CHAMPION a/k/a INTERNATIONAL PAPER MILL	375 MUSCOGEE RD.		CANTONMENT	FL	Baron & Budd	
8/2/1967	10/31/1980	STACKPOLE CARBON CO.			ST MARY'S	PA		√
5/27/1969	10/31/1980	STANDARD FIRE BRICK CONSTRUCTION CO.	51 THOMAS ST.		EAST HARTFORD	CT		
1/1/1956	3/31/1957	STANDARD IRON WORKS	BOX 3		KILGORE	TX	Hissey	
10/20/1965	10/31/1980	STANDARD LIME & REFRACTORIES CO.			WOODVILLE	OH		√
9/24/1968	10/31/1980	STANDARD STEEL	BALDWIN - LIMA - HAMILTON; DIV. OF TITANIUM METALS CORP. OF AMERICA		BURNHAM	PA		
3/2/1966	10/31/1980	STAR CITY GLASS			COVENTRY	RI		√
1/1/1962	3/31/1975	STAUFFER CHEMICAL PLANT (COLD CREEK)	U.S. HWY. 43		BUCKS	AL	Baron & Budd	√
1/1/1964	3/31/1967	STERLING FAUCET	BOX 798		MORGANTOWN	WV	Hissey	
1/1/1956	3/31/1974	STERLING FAUCET FOUNDRY	1520 E. LAUREL STREET (75701)		TYLER	TX	Silber Pearlman	
1/1/1963	3/31/1978	STORE CONTAINER COPORATION	32224 Hwy 31 (36427) (PO BOX 709)		BREWTON	AL	Baron & Budd	
6/27/1975	10/31/1980	SUCREST CORP.	112 BEARD ST.		BROOKLYN	NY		
4/8/1965	10/31/1980	SUMMERHAY'S REFRACTORY SUPPLIES, INC.	620 CLINTON AVE.		ROCHESTER	NY		
1/1/1956	3/31/1981	SUN OIL REFINERY	2300 N TWIN CITY HWY (77627)		NEDERLAND	TX	Silber Pearlman	
1/1/1958	3/31/1981	SUNTIDE OIL REFINERY	SUNTIDE ROAD (78409)		CORPUS CHRISTI	TX	Silber Pearlman	
3/24/1970	10/31/1980	SUPERIOR COMBUSTION, INC.	801 BROAD ST.		EMMAUS	PA		
11/16/1976	10/31/1980	SURFACE COMBUSTION	2375 DORR ST.		TOLEDO	OH		
1/1/1968	3/31/1976	SWAN ISLAND SHIPYARD	4855 N LAGOON AVE (97217)		PORTLAND	OR	Silber Pearlman	
12/22/1970	10/31/1980	SYRACUSE UNIVERSITY STEAM STATION	500 TAYLOR ST.		SYRACUSE	NY		
1/26/1968	10/31/1980	TAMPA ELECTRIC	GANNON STATION	PORT SUTTON	TAMPA	FL		
10/4/1972	10/31/1980	TAMPER	2401 EDMUND RD.		W. COLUMBIA	SC		
1/1/1967	3/31/1981	TEMPLE ISLAND FIBERBOARD PLANT	303 S TEMPLE DRIVE (75941)		DIBOLL	TX	Silber Pearlman	
1/1/1956	3/31/1979	TENN TEX ALLOY & CHEMICAL PLANT	13501 INDUSTRIAL ROAD (77015)		HOUSTON	TX	Silber Pearlman	
1/1/1974	3/31/1978	TENNECO OIL REFINERY	4403 LAPORTE ROAD		PASADENA	TX	Hissey	
1/1/1966	3/31/1968	TENNESSEE VALLEY AUTHORITY	Blackburn Rd. (35611)		ATHENS	AL	Baron & Budd	
12/6/1972	10/31/1980	TENNESSEE VALLEY AUTHORITY			CHATTANOOGA	TN		√
8/8/1967	10/31/1980	TENNESSEE VALLEY AUTHORITY	PARADISE STEAM PLANT		DRAKESBORO	KY		
1/1/1961	3/31/1981	TESCO FOUNDRY	11330 BRITTMOORE PARK DRIVE (77041)		HOUSTON	TX	Silber Pearlman	
1/1/1956	3/31/1981	TEXACO OIL REFINERY	SAVANNAH AVENUE		PORT ARTHUR	TX	Hissey	
1/1/1956	3/31/1981	TEXACO OIL REFINERY	2100 HOUSTON AVE (77641)		PORT ARTHUR	TX	Silber Pearlman	
5/23/1968	10/31/1980	TEXACO, INC.	C/O SUPERVISOR OF STORES		PORT ARTHUR	TX		
1/1/1958	3/31/1981	TEXAS ALUMINUM PLANT	1200 EAST WASHINGTON (75087)		ROCKWALL	TX	Silber Pearlman	
1/1/1956	3/31/1981	TEXAS CITY OIL REFINERY	35 MILES SOUTHEAST OF HOUSTON		TEXAS CITY	TX	Baron & Budd, Silber Pearlman	
1/1/1966	3/31/1981	TEXAS CITY REFINERY	1505 Loop 197 S (77590)		TEXAS CITY	TX	Baron & Budd	
1/1/1956	3/31/1981	TEXAS ELECTRIC STEEL CASTING PLANT	617 BAER STREET (77020)		HOUSTON	TX	Silber Pearlman	
1/1/1963	3/31/1978	TEXAS FOUNDRIES	1611 NORTH RAGUET STREET		LUFKIN	TX	Hissey, Baron & Budd	
1/1/1956	3/31/1981	TEXAS FOUNDY	1611 NORTH RAGUET STREET (75093)		LUFKIN	TX	Silber Pearlman	
1/1/1956	3/31/1981	TEXAS GULF SULPHUR PLANT	206 VAT ROAD (77420)		NEW GULF	TX	Silber Pearlman	
1/1/1966	3/31/1969	TEXAS INSTRUMENTS	8390 LYNDON B JOHNSON FREEWAY		DALLAS	TX	Hissey	
1/1/1956	3/31/1981	TEXAS OIL REFINERY	SAVANNAH AVENUE		PORT ARTHUR	TX	Hissey	

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1/1/1963	3/31/1971	TEXAS-EASTMAN CHEMICAL PLANT	300 KODAK BLVD.		LONGVIEW	TX	Baron & Budd	
10/29/1975	10/31/1980	THILMANY PULP & PAPER CO.			KAUKAUNA	WI		√
1/1/1956	3/31/1981	THIOKOL CHEMICAL PLANT	HWY. 134 & SPUR 449		KARNACK	TX	Silber Pearlman, Baron & Budd	
9/4/1975	10/31/1980	THRU-PUT	30 E. AIRLINE HWY.		KENNER	LA		
9/18/1974	10/31/1980	THRU-PUT	501 SHORT ST.		KENNER	LA		
1/1/1956	3/31/1957	TIN SMELTER	FM519 & SH146		TEXAS CITY	TX	Hissey	
12/3/1959	10/31/1980	TITAN METAL MANUFACTURING CO.			BELLEFONTE	PA		√
1/1/1966	3/31/1981	TITANIUM METALS PLANT	8000 W. LAKE MEAD (89015)		HENDERSON	NV	Silber Pearlman	
1/1/1963	3/31/1975	TODD "HOUSTON" SHIPYARD	2616 South Loop West (77054)		HOUSTON	TX	Baron & Budd	
1/1/1956	10/31/1980	TODD SHIPYARD	123 25th Street (77550)		GALVESTON	TX	Silber Pearlman, Baron & Budd, Hissey	
1/1/1957	3/31/1960	TRINITY VALLEY IRON & STEEL	3400 BRYCE AVENUE		FORT WORTH	TX	Hissey	
1/1/1971	3/31/1972	TURKEY POINT POWER PLANT	9700 SOUTHWEST 344 STREET		HOMESTEAD	FL	Hissey	
1/1/1963	3/31/1976	TVA FERTILIZER CHEMICAL PLANT	700 West 20th Street (35660)		SHEFFIELD	AL	Baron & Budd	
1/1/1956	3/31/1981	TWA OVERHAUL BASE	9200 NW 112 STREET (64153)		KANSAS CITY	MO	Silber Pearlman	
1/1/1961	3/31/1981	TYLER PIPE	11721 US HIGHWAY 69 (75706), PO Box 202 (75710)		TYLER	TX	Hissey, Baron & Budd	
8/18/1972	10/31/1980	TYLER-DAWSON SUPPLY CO.	6310 EAST 15TH ST.		TULSA	OK		
9/13/1972	10/31/1980	U. S. STEEL CORP.			GARY	IN		√
1/1/1969	3/31/1978	U.S NAVAL SHIP REPAIR	662 Taft Street Subic Bay Phillipines		SUBIC BAY	PH	Baron & Budd	
1/1/1965	3/31/1976	U.S STEEL MILL	3300 1st Ave North (35222)		Birmingham (Ensley)	AL	Baron & Budd	
		U.S. MILITARY ACADEMY			WEST POINT	NY		√
1/1/1963	3/31/1976	U.S. NAVAL AIR STATION	190 RADFORD BLVD.		PENSACOLA	FL	Baron & Budd	
1/1/1963	3/31/1968	U.S. PIPE	3300 1st Ave N (35222)		BIRMINGHAM	AL	Baron & Budd	
1/1/1969	3/31/1976	U.S. STEEL - CONCORD COAL MINE	Route 23 10 Miles West (35020)		CONCORD	AL	Baron & Budd	
1/1/1963	10/31/1980	U.S. STEEL CORP.	FAIRFIELD STEEL WORKS 5700 Valley Rd. (35064)	(PO BOX 559, FAIRFIELD, AL, 35064)	FAIRFIELD	AL	Baron & Budd	
1/1/1964	10/31/1980	U.S. STEEL CORP.	CLAIRTON WORKS		CLAIRTON	PA	Goldberg Persky	
1/1/1966	10/31/1980	U.S. STEEL CORP.	EDGAR THOMSON WORKS	OPEN HEARTH WORKS	BRADDOCK	PA	Goldberg Persky	
1/1/1961	10/31/1980	U.S. STEEL CORP.	HOMESTEAD DISTRICT WORKS		HOMESTEAD	PA	Goldberg Persky	
1/1/1961	10/31/1980	U.S. STEEL CORP.	HOMESTEAD DISTRICT WORKS		HOMESTEAD	PA	Goldberg Persky	
10/29/1965	10/31/1980	U.S. STEEL CORP.	RESEARCH CENTER		MONROEVILLE	PA		
3/30/1965	10/31/1980	U.S. STEEL CORP.	SOUTH WORKS	3426 E. 89TH ST.	CHICAGO	IL		
4/12/1966	10/31/1980	U.S. STEEL CORP.	LORAIN WORKS		LORAIN	OH		
4/22/1974	10/31/1980	U.S. STEEL CORP.			GARY	IN		√
1/1/1973	10/31/1980	U.S. STEEL CORP.	FAIRLESS WORKS		FAIRLESS	PA		
1/1/1965	3/31/1976	U.S. STEEL MILL	3300 1st Ave N (35222)		BIRMINGHAM	AL	Baron & Budd	
1/1/1972	3/31/1974	U.S. STEEL MILL	FM 1045		BAYTOWN	TX	Hissey	
1/1/1966	3/31/1979	U.S. STEEL MILL	PLANT IS CURRENTLY CLOSED		ORANGE	TX	Silber Pearlman	
1/1/1966	3/31/1981	U.S.I. CHEMICAL PLANT	1515 MILLER CUT-OFF ROAD (77571)		LAPORTE	TX	Silber Pearlman	
1/1/1963	3/31/1976	UNION BAG PAPER MILL	S - W Lathrop Ave (31401)		SAVANNAH	GA	Baron & Budd	
1/1/1963	3/31/1977	UNION CAMP PAPER MILL	100 JENSON RD.		PRATTVILLE	AL	Baron & Budd	
1/1/1967	3/31/1968	Union Carbide			Charleston	WV	Goldberg Persky	√
1/1/1977	3/31/1978	Union Carbide & Carbon Institute			SOUTH CHARLESTON	WV	Goldberg Persky	√
1/1/1961	3/31/1981	UNION CARBIDE CHEMICAL PLANT	2 Mis. EAST OF FM 511 ON HWY 48		BROWNSVILLE	TX	Baron & Budd, Hissey, Silber Pearlman	√
1/1/1956	3/31/1981	UNION CARBIDE CHEMICAL PLANT	3301 FIFTH AVENUE SOUTH (77590)		TEXAS CITY	TX	Silber Pearlman	
1/1/1956	3/31/1981	UNION CARBIDE CHEMICAL PLANT	HWY 185 NORTH (77983)		SEADRIFT	TX	Silber Pearlman	
1/1/1956	3/31/1981	UNION CARBIDE CHEMICAL PLANT	280 LOOP 197 SOUTH		TEXAS CITY	TX	Silber Pearlman, Baron & Budd	
1/1/1967	10/31/1980	UNION CARBIDE CORP./CHEMICAL PLANT	4285 MALVERN ROAD (71901)		HOT SPRINGS	AR	Silber Pearlman	
11/19/1963	10/31/1980	UNION CARBIDE OLEFIN CO.			SOUTH CHARLESTON	WV		√
1/1/1966	3/31/1975	UNION CARBIDE/DOW SEADRIFT OLEFINS PLANT	Hwy 185 North (77983)		NORTH SEADRIFT	TX	Baron & Budd	
10/10/1973	10/31/1980	UNION ELECTRIC CO.	CAHOKIA PLANT #1, MONSANTO AVE.		SAUGET	IL		
1/5/1977	10/31/1980	UNION ELECTRIC CO.	SIOUX PLANT		St. CHARLES	MO		

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11/12/1974	10/31/1980	UNION ELECTRIC CO.	SIOUX PLANT	HIGHWAY 94	WEST ACTON	MO		
4/25/1968	10/31/1980	UNITED FRUIT TRADING CORP.	PIER #3, NORTH RIVER		NEW YORK	NY		
8/18/1961	10/31/1980	UNITED STATES AIR FORCE	BASE PROCUREMENT SERVICE STORE	AFB 2508	MINOT AFB	ND		
1/31/1977	10/31/1980	UNIVERSAL METALS	TANKER SHIP CAPETAN MICHALIS	PIER 5, BUSH TERMINAL	BROOKLYN	NY		
1/1/1971	3/31/1974	UNIVERSITY OF OREGON	1217 University of Oregon (97403-1217)		EUGENE	OR	Baron & Budd	
1/1/1971	3/31/1981	UPJOHN CHEMICAL PLANT	550 BATTLEGROUND ROAD (77572)		LAPORTE	TX	Silber Pearlman	
1/1/1962	3/31/1976	UP-JOHN CHEMICAL PLANT	HIGHWAY 134 & MILLER CUT OFF		DEER PARK	TX	Hissey	
1/1/1961	3/31/1962	US Steel			Duquesne	PA	Goldberg Persky	√
1/1/1961	3/31/1962	US Steel Irvin Works			West Mifflin	PA	Goldberg Persky	√
1/1/1961	3/31/1962	US Steel National Tube			MxKeesport	PA	Goldberg Persky	√
1/1/1963	3/31/1981	US STEEL/GLINDALE STEEL MILL	4554 E Greenwood St, (77520)		BAYTOWN	TX	Baron & Budd, Hissey	
1/1/1966	3/31/1967	V. H. BRAUNIG POWER PLANT	15290 STREICH RD.		SAN ANTONIO	TX	Baron & Budd	
1/1/1957	3/31/1974	VECTOR CABLE MANUFACTURING PLANT	555-T INDUSTRIAL BLVD (77470)		SUGARLAND	TX	Silber Pearlman	
1/1/1956	3/31/1981	VICTORIA POWER PLANT	1205 S BOTTOM STREET (77901)		VICTORIA	TX	Silber Pearlman	
1/13/1978	10/31/1980	W.C. NORCROSS CO.	401 W. FIRST ST.		BOSTON	MA		
8/27/1968	10/31/1980	W.C. NORCROSS CO.	YARD 3 PLATFORM		BOSTON	MA		
12/6/1972	10/31/1980	W.W. GRAINGER	5959 HOWARD		NILES	IL		
4/2/1974	10/31/1980	WALLACE-MURRAY CORP.	SIMONDS ABRASIVE DIV.	CO: 9090, 1015 S. COLLEGE AVE.	SALEM	IL		
1/1/1980	3/31/1981	WATERFORD III POWER PLANT	ST. CHARLES PARISH		TAFT	LA	Hissey	
1/21/1970	10/31/1980	WATKINS SALT CO.			WATKINS GLEN	NY		√
1/6/1970	10/31/1980	WAY & BRINKS REFRACTORIES	LA BARRE RD. TEAM TRACK		NEW ORLEANS	LA		
12/17/1970	10/31/1980	WAY & BRINKS REFRACTORIES	WILLIAMS BLVD. TEAM TRACK		KENNER	LA		
7/22/1976	10/31/1980	WEAN UNITED	NO ADDRESS					√
11/8/1968	10/31/1980	WEIR-COVE MOVING & STORAGE			WEIRTON	WV		√
1/1/1961	10/31/1980	WEIRTON STEEL CO. (fka National Steel/ aka ISGI)	#8 OPEN HEARTH FURNACE	VIA GATE #1	WEIRTON	WV	Goldberg Persky	
11/15/1967	10/31/1980	WENCZEL TILE CO.	P.O. BOX 5308	KLAG AVE., ATTN: FRED NEHREN	TRENTON	NJ		
1/13/1969	10/31/1980	WEST PENN POWER CO.	ATTN: W.R. BIGLEY		SPRINGDALE	PA		
1/1/1970	3/31/1971	WESTERN ELECTRIC CO.	387 COLLIER LANE		ATLANTA	GA	Baron & Budd	
1/22/1975	10/31/1980	WESTERN ELECTRIC CO.	GATE #34, CICERO AVE. & 29TH ST.		CICERO	IL		
1/1/1963	3/31/1972	WESTERN FOUNDRY	NE Tatlor LP 323 E & Hwy 271 (75701)		TYLER	TX	Baron & Budd	
1/1/1956	3/31/1974	WESTERN FOUNDRY	3303 NORTH INDUSTRIAL AVENUE		TYLER	TX	Hissey, Baron & Budd	
6/13/1974	10/31/1980	WESTERN KRAFT CO.			CAMPTI	LA		√
1/1/1961	3/31/1962	Westinghouse Bettis Atomic			West Mifflin	PA	Goldberg Persky	√
1/21/1971	10/31/1980	WESTINGHOUSE ELECTRIC CORP.	THIRD ST.		DERRY	PA		
6/1/1971	10/31/1980	WESTINGHOUSE ELECTRIC CORP.			EAST PITTSBURGH	PA		√
1/9/1969	10/31/1980	WEWOKA BRICK & TILE CO.			WEWOKA	OK		√
7/7/1970	10/31/1980	WEYERHAUSER CO.	DIERK DIVISION		MOUNTAIN PINE	AR		
4/25/1977	10/31/1980	WEYERHAUSER CORP.			PLYMOUTH	NC		√
5/18/1970	10/31/1980	WHEELABRATOR CORP.	WHEELABRATOR DIV.	PLANT #2	MISHAWAKA	IN		
1/1/1961	3/31/1962	Wheeling Pitt			Allenport/Monessen	PA	Goldberg Persky	√
1/1/1961	3/31/1962	Wheeling Pitt			Steubenville	OH	Goldberg Persky	√
1/1/1961	3/31/1962	Wheeling Pitt Steel			Wheeling	WV	Goldberg Persky	√
1/1/1963	3/31/1964	Wheeling Pitt Steel			Martins Ferry	OH	Goldberg Persky	√
1/1/1961	3/31/1962	Wheeling Pitt Steel			Monessen	PA	Goldberg Persky	√
1/1/1965	10/31/1980	WHEELING PITTSBURGH STEEL CORP.	STEUBENVILLE PLANT SOUTH DIV.	YARD & MASONRY DEPT. (D.J. ELLIS)	MINGO JUNCTION	OH	Goldberg Persky	
10/6/1967	10/31/1980	WHITEHAVEN MEMORIAL PARK	210 MARSH RD.		PITTSFORD	NY		
1/1/1961	3/31/1978	WILLIAMETTE SHIPYARD	SWAN ISLAND		PORTLAND	OR	Baron & Budd	√
2/18/1963	10/31/1980	WILLIAMSGROVE CLAY PRODUCTS			BIGLER	PA		√
1/1/1965	3/31/1978	WILLOW GLEN POWER PLANT	2605 HWY. 75		ST. GABRIEL	LA	Baron & Budd	

Final List of Sites That Received
NARCO Asbestos-Containing Products

Start Date	End Date	Site	Address	Address 2	City	ST	FIRM	Need Address
12/18/1970	10/31/1980	WILSON LUMBER			LEOLA	AR		√
7/12/1966	10/31/1980	WINDSOR BUILDING SUPPLIES CO.	RT. 7 NORTH RD.		POUGHKEEPSIE	NY		
2/9/1971	10/31/1980	WINDSOR BUILDING SUPPLIES CO.	ROUTE 32		VAILS GATE	NY		
2/25/1966	10/31/1980	WINNEN INCINERATOR CO.	932 BROADWAY AVE.		BEDFORD	OH		
1/1/1966	3/31/1981	WKM FOUNDRY	126 COLLINS ROAD (77469)		RICHMOND	TX	Silber Pearlman	
1/1/1965	3/31/1978	WORLD TRADE CENTER	1201 Main Street, Suite 903 (75202)		DALLAS	TX	Baron & Budd	
1/1/1961	3/31/1962	Youngstown Sheet & Tube			YOUNGSTOWN	OH	Goldberg Persky	√
12/1/1971	10/31/1980	YOUNGSTOWN SHEET & TUBE	NO STREET ADDRESS		EAST CHICAGO	IN		√
2/3/1971	10/31/1980	YOUNGSTOWN SHEET & TUBE	MASONRY DEPT.	CAMPBELL WORKS	YOUNGSTOWN	OH		
2/11/1972	10/31/1980	YOUNGSTOWN SHEET & TUBE		BRIER HILL WORKS	YOUNGSTOWN	OH		√
10/1/1970	10/31/1980	ZEDMARK, INC.	MCFANN RD.		VALENCIA	PA		